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Washington, Friday, August 25, 1944

## The President

### EXECUTIVE ORDER 9469

**AUTHORIZING THE SECRETARY OF THE INTERIOR TO TAKE POSSESSION OF AND OPERATE THE MINES, COLLIERIES, AND FACILITIES OF THE PHILADELPHIA AND READING COAL AND IRON COMPANY IN THE STATE OF PENNSYLVANIA**

WHEREAS after investigation I find and proclaim that there is an interruption of the operation of the mines, collieries, and preparation facilities of the Philadelphia and Reading Coal and Iron Company in the State of Pennsylvania as a result of strikes, threatened strikes, and other labor disturbances; that the effective prosecution of the war will be unduly impeded or delayed by such interruption; and that the exercise as hereinafter specified, of the powers vested in me is necessary to insure, in the interests of the war effort, the operation of these mines, collieries, and facilities:

NOW, THEREFORE, by virtue of the power and authority vested in me by the Constitution and laws of the United States, including section 9 of the Selective Training and Service Act of 1940 (54 Stat. 892) as amended by the War Labor Disputes Act (57 Stat. 163), as President of the United States and Commander in Chief of the Army and Navy of the United States, it is hereby ordered as follows:

1. The Secretary of the Interior is authorized and directed to take possession of the mines, collieries, and preparation facilities of the Philadelphia and Reading Coal and Iron Company in the State of Pennsylvania, and of any real or personal property, and other assets, used in connection with the operation thereof; to operate or arrange for the operation of such mines, collieries, and facilities in such manner as he deems necessary for the successful prosecution of the war; and to do all things necessary for, or incidental to, the production, sale and distribution of the coal produced, prepared, or handled by the said mines, collieries, and facilities.

2. The Secretary of the Interior shall operate the said mines, collieries, and

facilities in accordance with the terms and conditions of employment which are in effect at the time possession thereof is taken, subject to the provisions of section 5 of the War Labor Disputes Act. He shall provide such protection of the employees as may be necessary to maintain production, and shall take such appropriate disciplinary action, not inconsistent with law, as may be necessary to effectuate the purposes of this order.

3. In carrying out this order, the Secretary of the Interior shall act through or with the aid of such public or private instrumentalities or persons as he may designate. All Federal agencies, including but not limited to the War Manpower Commission, the National Selective Service System, the War Department, and the Department of Justice, are directed to cooperate with the Secretary of the Interior to the fullest extent possible in carrying out the purposes of this order.

4. Possession of the mines, collieries, and facilities taken under this order shall be terminated by the Secretary of the Interior within sixty days after he determines that the productive efficiency of the mines, collieries, and facilities has been restored to that prevailing prior to the interruption of production referred to in the recitals of this order.

FRANKLIN D ROOSEVELT

THE WHITE HOUSE,  
August 23, 1944.

[F. R. Doc. 44-12785; Filed, August 23, 1944;  
2:50 p. m.]

## Regulations

### TITLE 6—AGRICULTURAL CREDIT

#### Chapter II—War Food Administration (Commodity Credit)

[1944 C. C. C. Soybean Form 1]

#### PART 257—1944 SOYBEAN LOANS AND PURCHASES

#### INSTRUCTIONS CONCERNING LOANS AND PURCHASES

The War Food Administration through Commodity Credit Corporation (hereinafter called "Commodity") has author-

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### NOTICE

The Cumulative Supplement to the Code of Federal Regulations, covering the period from June 2, 1938, through June 1, 1943, may be obtained from the Superintendent of Documents, Government Printing Office, at \$3.00 per unit. The following are now available:

- Book 1: Titles 1-3 (Presidential documents) with tables and index.
- Book 2: Titles 4-9, with index.
- Book 3: Titles 10-17, with index.
- Book 4: Titles 18-25, with index.
- Book 5, Part 1: Title 26, Parts 2-178.
- Book 5, Part 2: Title 26, completed; Title 27; with index.
- Book 6: Titles 28-32, with index.

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ized the making of loans on farm-stored soybeans and the purchase of soybeans stored in approved warehouses or delivered to designated delivery points, pursuant to these instructions. It is contemplated that producers will dispose of most of their soybeans through regular trade channels rather than through this loan and purchase program. Purchases for Commodity will be made by county agricultural conservation committees.

### GENERAL INSTRUCTIONS

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### PURCHASES

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AUTHORITY: §§ 257.1 to 257.36, inclusive, issued under sec. 302 of the Agricultural Adjustment Act of 1938, as amended (52 Stat. 43; 7 U.S.C., 1302), and the Act of February 28, 1944 (58 Stat. 105).



## GENERAL INSTRUCTIONS

§ 257.1 *County agricultural conservation committees.* County committees shall supervise the loan and purchase program. The purchase and loan documents must be signed by a member of the county committee of the county in which the soybeans were produced, for purchased soybeans, and the county in which the agricultural conservation program records are kept, for soybeans placed under loan. State and county committees shall determine or cause to be determined the quantity and grade of the soybeans to be placed under loan or purchased by the committee, and the amount of the loan or purchase. All loan and purchase documents shall be completed and approved by the county committee, which shall retain copies of all documents: *Provided, however,* That the county committee may formally designate certain employees of the county association to execute such forms on behalf of the committee. County agricultural conservation associations shall collect a service fee of 1 cent per bushel for each loan to meet the expenses incurred in the operation of the program. No service fee shall be collected from the producer in the case of purchases.

§ 257.2. *Liens.* The soybeans placed under loan or purchased must be free and clear of all liens, or, if liens exist on the soybeans, proper waivers must be obtained for each lien-holder. The names of the holders of all existing liens on the soybeans, such as landlord, laborers, threshers, or mortgagees, must be listed in the space provided therefor in the chattel mortgage (C.C.C. Grain Form AA, Revised) for loans, and in the Offer of Sale (C.C.C. Soybean Purchase Form B) for purchases. The waiver on the Offer of Sale, or the waiver and consent to mortgage the soybeans and the payment of the proceeds of the loan and the proceeds of the sale of the soybeans solely to the producer, as contained in the mortgage, must be signed personally by all lienholders listed or by their duly authorized agents; or, if a corporation, by an officer authorized to execute such instruments. Waivers of lienholders may be executed on separate instruments if complete identification of the commodity and producer is shown. The proceeds of the loan or purchase may be made payable to the producer and/or such other person or concern as the producer may direct in the space provided on the producer's note (C.C.C. Grain Form A, Revised) for loans and on the Offer of Sale for purchases. Producers should be sure to determine whether soybeans offered for sale or as collateral for loans are covered by previous real estate or other mortgages.

§ 257.3 *Regional office of Commodity Credit Corporation.* The soybean loan and purchase program shall be administered by the Regional Director, Commodity Credit Corporation, 208 South La Salle Street, Chicago 4, Illinois.

## LOANS

§ 257.8 *Eligible producer.* Any person, partnership, association, or corporation, producing soybeans in 1944 as landowner, landlord, or tenant.

§ 257.9 *Eligible soybeans for loans.* Soybeans eligible for loans must be stored on farms and shall be of any class grading No. 4 or better with respect to factors other than moisture and having a moisture content not in excess of 14 percent, which were produced in 1944, the beneficial interest to which is and always has been in the eligible producer. Soybeans grading weevily, or which are musty, sour, heating, or have any objectionable foreign odor, shall not be eligible for loan. Loans will be made to eligible producers on soybeans stored on the farm in approved storage facilities in the States of Illinois, Indiana, Iowa, Kansas, Kentucky, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, Wisconsin,

and such other States, except those listed immediately below, as may be approved by Commodity.

Commodity will not make loans on soybeans in the following States: Alabama, Arkansas, Connecticut, Florida, Georgia, Louisiana, Maine, Massachusetts, Mississippi, New Hampshire, Oklahoma, Rhode Island, South Carolina, Texas, and Vermont.

§ 257.10 *Basic (and premium) loan rates.* The loan rates per bushel for soybeans according to classes (Class I—Yellow; Class II—Green; Class III—Brown; Class IV—Black; Class V—Mixed) shall be in accordance with the schedule below. For purposes of this program, weights per bushel, moisture, and damage percentages shall be rounded (a) down to the nearest whole pound for weight-per-bushel tests (drop 0.5 pound), (b) to the nearest ½ percent for moisture, and (c) to the nearest whole percent for damage (drop 0.5 percent).

	Maximum	Rounded	Moisture		Loan rates	
			Actual percent	"Rounded" percent	Classes I and II soybeans	Classes III, IV, and V soybeans
Test weight (pounds per bushel)		54.0	11.2 (or less)	11.0	2.10	1.90 premium.
Splits (percent)	15.0		11.3-11.7 inclusive	11.5	2.09	1.89 premium.
			11.8-12.2 inclusive	12.0	2.08	1.88 premium.
			12.3-12.7 inclusive	12.5	2.07	1.87 premium.
			12.8-13.2 inclusive	13.0	2.06	1.86 premium.
			13.3-13.7 inclusive	13.5	2.05	1.85 premium.
Total damage (percent)	3.5	3.0	13.8-13.9 inclusive	14.0	2.04	1.84 basic.
			14.0		2.04	1.84 basic.
			Above 14.0		No loan	No loan.
Other classes except green in yellow and yellow in green. <sup>1</sup>	5.0					

<sup>1</sup> Mixtures of Classes I and II eligible soybeans which contain 5 percent (actual) or less of Classes III and IV soybeans and bicolored soybeans, either singly or in combination, shall take the applicable loan rate for Classes I and II soybeans. If more than 5 percent of Classes III and IV and bicolored soybeans, either singly or in combination, are contained in a mixture of eligible soybeans which otherwise would take the loan rate for Classes I and II soybeans, the mixture shall take the applicable loan rate for Classes III, IV, and V soybeans. Mixtures of green soybeans in Class I and yellow soybeans in Class II shall be disregarded for purposes of determining applicable loan values.

§ 257.11 *Discounts.* Discounts from the basic loan rates shall be in accordance with the following schedules:

(a) *Test weight.*

As rounded down:	Discount per bushel
53.0	\$0.005
52.0	0.01
51.0	0.015
50.0	0.02
49.0	0.025

(b) *Splits.*

Percent	Discount per bushel
15.1-20.0 inclusive	\$0.0025
20.1-25.0 inclusive	0.0050
25.1-30.0 inclusive	0.0075

NOTE 1.—Soybeans having a test weight per bushel of less than 49.0 pounds (as rounded down) or splits in excess of 30.0 percent shall not be eligible for loan. (Under the U. S. Grain Standards for soybeans, test weight is shown in full and half pounds.)

(c-1) *Green Damage.*

Percent in excess of 3 percent actual	Rounded	Discount per bushel
0.6-1.5 inclusive	1.0	\$0.002
1.6-2.5 inclusive	2.0	0.004
2.6-3.5 inclusive	3.0	0.006
3.6-4.5 inclusive	4.0	0.008
4.6-5.5 inclusive	5.0	0.010

(c-2) *Other damage.* Before computing damage other than green, total damage shall be rounded to the nearest full percent and green damage shall be rounded to the nearest full percent (drop 0.5 percent in both instances). Therefore, damage other than green will always be a full percent.

NOTE 2.—Soybeans which contain in excess of 8.0 percent total damage shall not be eligible for a loan. When soybeans contain total damage in excess of 3.0 percent (actual) the first 3 percent of total damage shall be considered damage other than green damage.

(d) *Foreign material and dockage.* Dockage and foreign material other than dockage, which, singly or in combination, total 2 percent or less, shall not be deducted from the gross weight of the soybeans. If the total weight of foreign material and dockage combined is in excess of 2 percent, the excess shall be deducted from the total gross weight of soybeans in the determination of the net number of bushels of soybeans. For the purpose of this determination, dockage shall be computed in whole percents. Less than 1.0 percent actual dockage shall be disregarded and fractional percentages in excess of 1 percent shall be rounded to the next lower whole per-



cent. Foreign material percentages shall be stated in tenths.

§ 257.12 *Maturity and interest rate.* Loans on eligible soybeans shall be available through January 31, 1945, and shall mature on demand but not later than April 30, 1945. All loans shall bear interest at the rate of 3 percent per annum.

§ 257.13 *Storage advance.* A storage advance of 7 cents per bushel for each (net) bushel of soybeans (see § 257.11 (d) above) placed under loan shall be advanced to the borrower at the time the loan is made, which shall be funds disbursed to the borrower in excess of the amount of the loan. This storage advance shall be earned by the producer for such number of bushels (1) if the soybeans are delivered to Commodity on or after April 30, 1945, or (2) if, pursuant to demand by Commodity for repayment of the loan, the soybeans are delivered to Commodity prior to April 30, 1945, provided such demand for repayment was not due to any fraudulent representation on the part of the producer or because the soybeans were damaged, threatened with damage, abandoned, or otherwise impaired. If delivery is made prior to April 30, 1945, with consent and approval of Commodity, because the soybeans were damaged, threatened with damage, abandoned, or otherwise impaired, a storage payment shall be earned in accordance with the following:

- 6 cents per bushel if delivered during the month of April, 1945.
- 5 cents per bushel if delivered during the month of March, 1945.
- 4 cents per bushel if delivered during the month of February, 1945.
- 3 cents per bushel if delivered during the month of January, 1945.
- 2 cents per bushel if delivered during the month of December, 1944.

No storage payment shall be earned if the soybeans are delivered prior to December 1944.

If delivery is made pursuant to demand by the Corporation due to fraudulent representation, no storage payment shall be earned.

A storage payment cannot be earned on a greater number of bushels than is specified in the chattel mortgage. On delivery of the collateral, any deficiencies due Commodity shall be deducted from any credits which may be due the producer from Commodity. The producer shall pay to Commodity any deficiency due Commodity. If the soybeans are redeemed, the producer is required to repay the storage advance plus accrued interest.

§ 257.14 *Storage.* Eligible storage shall consist of farm bins and granaries which are of such substantial and permanent construction, as determined by the county agricultural conservation committee, as to afford safe storage for the soybeans for a period of 1 year and afford protection against insects, rodents, other animals, thieves, and weather. Soybeans must have been stored in the granary for a reasonable period, as de-

termined by the county agricultural conservation committee, prior to inspection for measurement, sampling, and sealing. County agricultural conservation committees shall inspect and approve storage facilities and shall arrange for measuring, sampling, grading, and sealing the soybean collateral in approved structures. Chattel mortgages covering soybeans stored on the farm under loan must be executed and filed in accordance with the applicable State law. Where the borrower is a tenant, the expiration date of the lease shall be given in section 1 (e) of the chattel mortgage. If the expiration date of the lease is prior to July 1, 1945, the borrower must obtain, from the owner and other interested parties, consent that the collateral may remain in the described storage structures until June 30, 1945, without any charge to Commodity other than that agreed to be paid to the borrower for storing the collateral. The consent agreement is set forth in the chattel mortgage. Each producer must designate in section 1 (b) of the chattel mortgage a shipping point reasonably convenient for the delivery of the soybeans, as determined by the county committee. A separate note and chattel mortgage must be submitted for soybeans stored on each quarter section of land.

Commodity shall accept delivery of all the producer's soybeans in the bin or bins in which all or a portion of the soybeans therein are under loan. Such delivery shall be limited to the number of bushels that was in the bin at the time the loan was made, less any amount that has been removed since the loan was made. The producer shall be given credit for the number of bushels delivered at the loan rate applicable to the grade and class of soybeans delivered. If no loan rate has been established for the grade of soybeans delivered, the actual market value shall be furnished by the regional director of Commodity.

§ 257.15 *Determination of quantity of soybeans.* Loans shall be made at values expressed in cents per bushel. A bushel shall be 60 pounds of soybeans free of dockage and foreign material in excess of 2 percent when determined by weight, or 1.25 cubic feet of soybeans testing 60 pounds per bushel, when determined by measurement. In determining the quantity of soybeans stored by measurement, fractional pounds of the test weight per bushel for soybeans testing less than 60 pounds shall be disregarded, and the quantity determined by measurement shall be adjusted by the following respective percentages:

	Percent
For soybeans testing 60 pounds or over.....	100
For soybeans testing 59 pounds or over but less than 60.....	98
For soybeans testing 58 pounds or over but less than 59.....	97
For soybeans testing 57 pounds or over but less than 58.....	95
For soybeans testing 56 pounds or over but less than 57.....	93
For soybeans testing 55 pounds or over but less than 56.....	92
For soybeans testing 54 pounds or over but less than 55.....	90

	Percent
For soybeans testing 53 pounds or over but less than 54.....	88
For soybeans testing 52 pounds or over but less than 53.....	87

§ 257.16 *Lending agency and source of loans.* A lending agency shall be any bank, cooperative marketing association, corporation, partnership, or person making loans in accordance with these instructions, which has executed the Contract to Purchase on 1940 C. C. C. Form E. Producers may obtain loans through approved lending agencies or direct from Commodity.

§ 257.17 *Purchase of loans.* Commodity shall purchase, without recourse, notes secured by chattel mortgages only from approved lending agencies. Notes held by lending agencies must be tendered to Commodity for immediate or deferred purchase within 10 days of written request, or at least 10 days prior to maturity in the absence of written demand. Notes must be dated prior to February 1, 1945, and must be executed in accordance with these instructions, with State documentary revenue stamps affixed thereto where required by law. Notes executed by an administrator, executor, or trustee shall be accepted only where valid in law. The purchase price to be paid by Commodity for notes accepted shall be the outstanding face amount of such notes plus accrued interest, from the date of disbursement by the lending agency to the date of payment of the purchase price, at the rate of 1½ percent per annum. Under the terms of the Contract to Purchase (1940 C. C. C. Form E), lending agencies are required to report weekly, on 1940 C. C. C. Form F, all repayments or collections on producers' notes held by them, and to remit with such report, to the office of the regional director of Commodity Credit Corporation at Chicago, Illinois, an amount equivalent to 1½ percent per annum on the principal amount collected from the date of the note to the date of repayment.

§ 257.18 *Release of collateral.* A producer may obtain release of the collateral by paying to the lending agency or Commodity, whichever holds the note, the principal amount thereon (including storage advance) plus accrued interest. If the note is held by an out-of-town agency or Commodity, the producer may request that the note be forwarded to a local bank for collection. In such case, the local bank should be instructed to return the note to the sender if payment is not effected within 15 days. All charges in connection with the collection of the note shall be paid by the producer. Upon repayment of a loan, the county agricultural conservation committee must be requested and authorized to release the mortgage by filing an instrument of release, or by a margin release on the county recorder's records.

§ 257.19 *Redemption of part of collateral.* A producer may obtain release of all or part of the collateral in a bin by paying to the holder of the note the



loan value, plus storage advance and accrued interest, for the soybeans released. Form Commodity Loan 29 must be prepared and distributed, in accordance with instructions issued by the Agricultural Adjustment Agency, for each partial redemption.

§ 257.20 *Insurance.* The producer is not required to insure soybeans placed under loan.

## PURCHASES

§ 257.25 *Eligible producer.* Any person, partnership, association, or corporation producing soybeans in 1944 as landowner, landlord, or tenant.

§ 257.26 *Eligible soybeans for purchase.* Soybeans eligible for purchase shall be soybeans of all classes and grades, the beneficial interest to which is and always has been in the eligible producer, except that soybeans which grade weevily or sample (except sample because of an odor due to green damage) shall not be eligible for purchase by Commodity. Soybeans which grade sample

or are weevily may be purchased by processors. Soybeans which grade sample or would grade sample because of having an odor due solely to green damage, or being sour due solely to green damage, shall be eligible for purchase by Commodity.

Purchases may be made in all States through June 30, 1945.

§ 257.27 *Basic purchase prices and specifications.* The price per net (see § 257.32 below) bushel of eligible soybeans sold and delivered to normal delivery points, according to classes (Class I—Yellow; Class II—Green; Class III—Brown; Class IV—Black; Class V—Mixed) shall be in accordance with the schedule below. For purposes of this program, weights per bushel, moisture and damage percentages shall be rounded (a) down to the nearest whole pound for weight-per-bushel tests (drop 0.5 pound), (b) to the nearest ½ percent for moisture, and (c) to the nearest whole percent for damage (drop 0.5 percent).

Basic specifications	Actual	Rounded	Basic per bushel purchase prices	
			Classes I and II	Classes III, IV and V
Test weight (pounds per bushel, minimum)		54.0		
Moisture (percentage)	13.8-14.2 inclusive	14.0	\$2.04	\$1.84
Splits (percentage maximum)	15.0			
Total damage (percentage maximum)	3.5	3.0		
Other classes except green in yellow and yellow in green (maximum percentage)	5.0			

1 Mixtures of Classes I and II eligible soybeans which contain 5 percent (actual) or less of Classes III and IV soybeans and bicolored soybeans, either singly or in combination, shall take the applicable loan rate for Classes I and II soybeans. If more than 5 percent of Classes III and IV and bicolored soybeans, either singly or in combination, are contained in a mixture of eligible soybeans which otherwise would take the loan rate for Classes I and II soybeans, the mixture shall take the applicable loan rate for Classes III, IV, and V soybeans. Mixtures of green soybeans in Class I and yellow soybeans in Class II shall be disregarded for purposes of determining applicable loan values.

§ 257.28 *Premiums.* Premiums shall be paid for soybeans only in the case of eligible soybeans which have a moisture content of 13½ percent rounded or less. The premium schedule follows:

Percent	Premium per bushel
13.3-13.7 inclusive	\$0.01
12.8-13.2 inclusive	.02
12.3-12.7 inclusive	.03
11.8-12.2 inclusive	.04
11.3-11.7 inclusive	.05
Below 11.0-11.2 inclusive	.06

§ 257.29 *Discounts.* Discounts for soybeans shall be assessed in accordance with the discount schedules given below:

(a) *Test weight.* ½ cent per bushel for each pound or fraction thereof (weight-per-bushel) by which the soybeans fall below 54.0 pounds. (Under the U. S. Grain Standards for soybeans, test weight is shown in full and half pounds.)

(b) *Moisture.* 1½ cents per bushel for each ½ percent in excess of 14.2 percent moisture (actual), 14.0 percent (rounded) up to and including 18.2 percent moisture (actual), 18.0 percent (rounded).

(c) *Splits.* ¼ cent per bushel for each 5 percent or fraction thereof in excess of 15.0 percent (actual) of split soybeans.

Example:

Percent	Discount per bushel
15.1-20.0 inclusive	\$0.0025
20.1-25.0 inclusive	.005 etc.

(d) *Damage.* When soybeans contain total damage in excess of 3.0 percent (actual), the first 3.0 percent shall be considered damage other than green damage.

(i) Green damage—2/10 of a cent per bushel for each 1 percent (rounded) green damage in excess of 3 percent (actual) damage.

Example:

Green damage, percent in excess of 3 percent		Discount per bushel
Actual	Rounded	
0.6-1.5 inclusive	1.0	\$0.002
1.6-2.5 inclusive	2.0	.004 etc.

(ii) Other damage—½ cent per bushel for each 1 percent damage other than green damage in excess of 3 percent (actual) damage, but not in excess of 25 percent (actual).

Before computing damage other than green, total damage shall be rounded to the nearest full percent and green damage shall be rounded to the nearest full percent (drop 0.5 percent in both instances). Therefore, damage other than green will always be a full percent.

1 cent per bushel for each 1 percent damage other than green damage in excess of 25 percent (actual), but not in excess of 60 percent (actual).

1½ cents per bushel for each 1 percent damage other than green damage in excess of 60 percent (actual).

§ 257.30. *Green damage odor.* Soybeans grading sample because of having an odor due to green damage or being sour due to green damage shall be purchased at rates for such soybeans had such odors not been present.

§ 257.31 *Other out-of-condition soybeans.* Soybeans which are weevily, grade sour (other than because of green damage), musty, heating, or which have a "commercially objectionable foreign odor" shall be subject to discounts as may be agreed upon by the buyer and seller at the time of purchase.

§ 257.32 *Foreign material and dockage.* Dockage and foreign material other than dockage, which, singly or in combination, total 2 percent or less, shall not be deducted from the gross weight of the soybeans. Therefore, a net bushel shall be considered to be 60 pounds of soybeans containing not in excess of 2 percent dockage and foreign material. If the total weight of foreign material and dockage combined is in excess of 2 percent, the excess shall be deducted from the total gross weight of soybeans in the determination of the net number of bushels of soybeans. For the purpose of this determination, dockage shall be computed in whole percents. Less than 1.0 percent actual dockage shall be disregarded and fractional percentages shall be disregarded. Foreign material percentages shall be stated in tenths.



**§ 257.33 Method of receiving soybeans.**

(a) Country warehousemen may receive soybeans for immediate shipment to processors, terminal warehousemen having contracts with Commodity, or for storage in the elevator or Commodity bins. In order to receive soybeans for Commodity, a country warehouseman must have executed Uniform Grain Storage Agreement (CCC Form H) and supplements thereto. Approval by the county committee must be obtained before any soybeans are placed in Commodity bins.

(b) County agricultural conservation committees may receive soybeans for storage in bins owned by Commodity, storage in other facilities, or shipment. No car shall be loaded without prior approval from the regional director.

**§ 257.34 Soybeans received by country warehouses approved under the Uniform Grain Storage Agreement.** The country warehouseman shall receive soybeans delivered by wagon or truck from the producer, grade the soybeans and store them in his warehouse, Commodity bins upon prior approval of and under supervision of the county committee, or for sale to processors or to terminal warehousemen who have contracts with Commodity. Producers shall file an Offer of Sale memorandum with the county committee listing all lien holders and designate to whom the proceeds of the soybeans sold shall be paid, in the case of soybeans sold to Commodity.

(a) **Storage in warehouse for Commodity.** The warehouseman shall issue separate warehouse receipts for each lot of soybeans stored for Commodity showing the weight, moisture, class and grade, and all other necessary information to determine the premiums and discounts specified in §§ 257.28, and 257.29. The warehouseman shall deliver to the producer said warehouse receipt and inspection certificates or, upon request of the producer, the warehouseman shall deliver such warehouse receipt and inspection certificates to the county office of the Agricultural Adjustment Agency. The county committee of the Agricultural Adjustment Agency shall issue the producer a non-interest-bearing sight draft for each purchase. The information on the warehouse receipt or inspection certificate shall be transferred to the sight draft. The sight draft shall be prepared in triplicate, the original given to the producer, one copy retained by the county committee of the Agricultural Adjustment Agency, and one copy mailed daily to the regional office of Commodity. The sight draft and attachments may be presented to a local bank or direct to Commodity for payment. The warehouseman's charges shall accrue against the warehouse receipts in accordance with the Uniform Grain Storage Agreement, except that the charge for handling the soybeans in and out of the house shall be 5 cents per bushel. The warehouseman shall be responsible for weights and grades to Commodity.

(b) **Storage in bins owned by Commodity.** Eligible soybeans containing not more than 14 percent moisture, and eligible soybeans grading sample (due to green damage only), and containing not more than 14 percent moisture and reasonably free from dockage and foreign material, may be stored in bins owned by Commodity upon prior approval by the county committee. All soybeans stored in Commodity bins must be placed in the bins under the direct supervision of the committee. Soybeans to be stored in steel or wooden bins for Commodity should be segregated according to color, except that soybeans of Classes I and II which contain a total of less than 5 percent of Classes III and IV may be considered as the same color. If necessary, soybeans of the same color but different grades may be mixed. The warehouseman shall issue scale tickets and inspection certificates showing moisture, class, and grade for soybeans grading other than sample (due to green damage only). For eligible soybeans grading sample, the warehouseman shall issue scale tickets or inspection certificates showing moisture, class, grade, and percent of damage, and deliver such tickets and inspection certificates to the producer, or upon request from the producer deliver such scale tickets and inspection certificates to the county office of the Agricultural Adjustment Agency. The county committee of the Agricultural Adjustment Agency shall issue the producer a non-interest-bearing sight draft for each purchase in an amount due the producer for the quantity, quality, class, and grade of soybeans delivered. The information on the scale tickets or inspection certificates shall be transferred to the sight draft.

**§ 257.35 Soybeans received by county committees.** In areas where there are no approved warehousemen, country warehousemen, or warehousemen's agents available at usual shipping points, or where warehousemen do not cooperate in the purchase program, the county committee, or an agent designated by the county committee, will receive soybeans and make immediate shipment or store in Commodity bins.

Soybeans containing in excess of 14 percent moisture shall not be stored in bins owned by Commodity. However, producers may, by filing Form B with the county committee, deliver their soybeans for purchase to a point designated by the county committee, without first obtaining a grade determination, provided the soybeans do not have a moisture content in excess of 14 percent in the opinion of the producer and the county committee.

In the event the producer is requested by the county committee to deliver his soybeans to a point more distant than his usual delivery point for the purpose of assembling in carload lots, Commodity will allow not more than 5 cents per ton per mile haul for the additional distance necessary to make such deliv-

ery. In no event shall the county committee approve payments for an additional haul in excess of 4 cents per bushel without prior approval of the regional director of Commodity. The approval of payment for additional mileage shall be submitted on Form J by the county committee, which shall be mailed to the Chicago office of Commodity for payment. The amount claimed for additional mileage shall not be included in the amount of the sight draft.

County committees shall weigh and load soybeans into bins owned by Commodity, and shall obtain a representative sample, which shall be forwarded to the State office of the Agricultural Adjustment Agency or to an inspector licensed to grade soybeans. Upon receipt of the grade analysis, which shall include an entry for all grade factors needed to determine purchase price, the county committee shall draw a non-interest-bearing sight draft in favor of the producer on Commodity, for the total purchase price of the beans delivered in the same manner, and shall follow the same instructions as when the soybeans are placed in bins by the warehouseman.

**§ 257.36 Grade analysis.** Where requested by the producer, the warehouseman shall furnish the producer a complete grade analysis which shall include class, grade, test weight, moisture, percentage of splits, percentage of total damage, percentage of green damage, percentage of foreign material other than dockage, percentage of brown and/or black soybeans in case green or yellow soybeans are being offered for sale, and percent of dockage.

If the warehouse is not equipped to furnish all grade factors, a representative sample of the soybeans delivered shall be taken by the warehouseman and producer and sent to the State Agricultural Conservation Office Laboratory, or to an inspector licensed to grade soybeans, for grade determination before any payment is made to the producer.

All settlements with the producer by the county committee of the Agricultural Adjustment Agency shall be based upon an agreement between the warehouseman and producer of grade factors determined.

The producer may call for another grade if, in his opinion, any grade factors furnished by the warehouseman are incorrect. In such cases, a representative sample taken by the warehouseman and producer shall be forwarded to a qualified licensed inspector for analysis, and settlement shall then be made on the basis of such analysis. The individual requesting the second grade shall pay the cost of obtaining grade determination.

Dated: July 17, 1944.

J. B. HUTSON,  
President.

[F. R. Doc. 44-12726; Filed, August 23, 1944;  
11:22 a. m.]



## TITLE 8—ALIENS AND NATIONALITY

## Chapter II—Office of Alien Property Custodian

## PART 504—REGULATIONS ISSUED UNDER GENERAL ORDER NO. 11

## NON-APPLICABILITY TO TRANSACTIONS BY OR WITH CUSTODIAN

§ 504.3 *Regulation No. 3 under General Order No. 11.*<sup>1</sup> The prohibitions of General Order No. 11 shall not apply to any transactions by or with the Custodian.

(40 Stat. 411, 50 U.S.C. App.; 55 Stat. 839, 50 U.S.C. App. (Supp. 1942); E.O. 9193, 7 F.R. 5205)

Executed at Washington, D. C., on June 24, 1943.

[SEAL] LEO T. CROWLEY,  
Alien Property Custodian.

[F. R. Doc. 44-12804; Filed, August 24, 1944; 10:32 a. m.]

## PART 505—REGULATIONS ISSUED UNDER GENERAL ORDER NO. 13

## NON-APPLICABILITY TO TRANSACTIONS BY OR WITH CUSTODIAN

§ 505.4 *Regulation No. 4 under General Order No. 13.*<sup>2</sup> The prohibitions of General Order No. 13 shall not apply to any transactions by or with the Custodian.

(40 Stat. 411, 50 U.S.C. App.; 55 Stat. 839, 50 U.S.C. App. (Supp. 1942); E.O. 9193, 7 F.R. 5205)

Executed at Washington, D. C., on June 24, 1943.

[SEAL] LEO T. CROWLEY,  
Alien Property Custodian.

[F. R. Doc. 12805; Filed, August 24, 1944; 10:32 a. m.]

TITLE 10—ARMY: WAR DEPARTMENT  
Chapter VIII—Procurement and Disposal of Equipment and Supplies

## PROCEDURE FOR GUARANTEEING CONTRACT TERMINATION LOANS

CROSS REFERENCE: For interim financing regulations of the Office of Contract Settlement see Title 32, Chapter XX, *infra*.

## TITLE 12—BANKS AND BANKING

## Chapter II—Board of Governors of the Federal Reserve System

## PROCEDURE FOR GUARANTEEING CONTRACT TERMINATION LOANS

CROSS REFERENCE: For interim financing regulations of the Office of Contract Settlement see Title 32, Chapter XX, *infra*.

<sup>1</sup> 7 F.R. 9475.

<sup>2</sup> 7 F.R. 9476.

## TITLE 29—LABOR

## Chapter IX—War Food Administrator (Agricultural Labor)

[Specific Wage Ceiling Reg. 23]

## PART 1111—SALARIES AND WAGES OF AGRICULTURAL LABOR IN THE STATE OF WASHINGTON

## WORKERS ENGAGED IN PICKING EVERGREEN BLACKBERRIES IN PIERCE COUNTY, WASHINGTON

§ 1100.6 *Wages of workers engaged in picking Evergreen blackberries in a portion of Pierce County, Washington.* Pursuant to § 4001.7 of the regulations of the Director of the Office of Economic Stabilization relating to wages and salaries issued August 28, 1943 (8 F.R. 11960, 12139), as amended on December 9, 1943 (8 F.R. 16702) and June 1, 1944 (9 F.R. 6035) and to the regulations of the War Food Administrator issued January 20, 1944 (9 F.R. 831), as amended on July 8, 1944 (9 F.R. 7645), entitled "Specific Wage Ceiling Regulations" and based upon relevant facts submitted by the Washington WFA Wage Board and obtained from other sources, it is hereby determined that:

(a) *Areas, crops, and classes of workers.* Persons engaged in picking Evergreen blackberries in Pierce County, except the islands and peninsula areas, State of Washington, are agricultural labor as defined in § 4001.1 (1) of the regulations of the Director of the Office of Economic Stabilization issued on August 28, 1943 (8 F.R. 11960, 12139), as amended on December 9, 1943 (8 F.R. 16702) and June 1, 1944 (9 F.R. 6035).

(b) *Wage rates; maximum wage rates for picking Evergreen blackberries.*

Piece rates—95¢ per 30 lb. crate, plus a bonus of 20¢ per crate if the worker continues to pick Evergreen blackberries throughout the season.

(c) *Administration.* The Washington WFA Wage Board located at 235 Liberty Bldg., Yakima, Washington, will have charge of the administration of this order in accordance with the provisions of the specific wage ceiling regulations issued by the War Food Administrator on January 20, 1944 (9 F.R. 831), as amended July 8, 1944 (9 F.R. 7645).

(d) *Applicability of specific wage ceiling regulations.* This specific wage ceiling regulation No. 23 shall be deemed to be a part of the specific wage ceiling regulations issued by the War Food Administrator on January 20, 1944 (9 F.R. 831), as amended July 8, 1944 (9 F.R. 7645), and the provisions of such regulations shall be applicable to this specific wage ceiling regulation No. 23 and any violation of this specific wage ceiling regulation No. 23 shall constitute a violation of such specific wage ceiling regulations.

(56 Stat. 765, 50 U.S.C. App. Supp. 961 et seq.; 57 Stat. 63; Pub. Law 34, 78th Cong.; as amended by Public Law 383, 78th Congress; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681; regulations of the Director of Economic Stabilization, 8 F.R. 11960, 12139, 16702, 9 F.R. 6035; regulations of the War Food Adminis-

trator, 9 F.R. 655, 6011, 7378, 9641, 9 F.R. 831, 7645)

Issued this 24th day of August 1944.

WILSON R. BUIE,  
Acting Director of Labor,  
War Food Administration.

[F. R. Doc. 44-12808; Filed, August 24, 1944; 11:08 a. m.]

## TITLE 32—NATIONAL DEFENSE

## Chapter IX—War Production Board

## Subchapter B—Executive Vice-Chairman

AUTHORITY: Regulations in this subchapter issued under sec. 2 (a), 54 Stat. 676, as amended by 55 Stat. 236 and 56 Stat. 176; E.O. 9024, 7 F.R. 329; E.O. 9125, 7 F.R. 2719; W.P.B. Reg. 1 as amended March 24, 1943, 8 F.R. 3666, 3696; Pri. Reg. 1 as amended May 15, 1943, 8 F.R. 6727.

## PART 1285—BUTADIENE

[Allocation Order M-178, Revocation]

Section 1285.1 *Allocation Order M-178* and all outstanding allocations and directions issued under it are hereby revoked. This revocation does not affect any liabilities incurred under the order.

Issued this 24th day of August 1944.

WAR PRODUCTION BOARD,  
By J. JOSEPH WHELAN,  
Recording Secretary.

[F. R. Doc. 44-12822; Filed, August 24, 1944; 11:48 a. m.]

## PART 3288—PLUMBING AND HEATING EQUIPMENT

[Limitation Order L-107, Schedule I, as Amended Aug. 24, 1944]

## EXTENDED SURFACE HEATING EQUIPMENT

§ 3288.37 *Schedule I to Limitation Order L-107—(a) Definitions.* For the purpose of this schedule:

(1) "Unit heater" means any extended surface heating equipment which is a factory made assembly and which consists of a heating element and a motor driven fan or blower (or fans or blowers) enclosed in a casing having an air inlet and an air outlet, designed to be placed within or adjacent to a space to be heated and to heat such space by circulating air within it.

(2) "Unit ventilator" means any extended surface heating equipment which is a factory made assembly and which consists of a standard (single tube) heating element with by-pass and temperature regulation dampers, or a distributing tube heating element without by-pass and temperature regulating dampers, a motor driven fan or blower (or fans or blowers) and fresh air regulation damper (or dampers) enclosed in a casing having a fresh air inlet and an air outlet and designed to be placed within or adjacent to a space to be heated, and to heat and ventilate such space by circulating air through it.

(3) "Convactor" means any extended surface heating equipment which consists of a heat transfer element enclosed



in a cabinet or casing which has an air inlet and an air outlet, and which cabinet or casing serves as a stack to accelerate the circulation of air through the heating element.

(4) "Blast heating coil" means any heat transfer element designed for installation in duct work, for space heating or for drying purposes.

(5) "Special heating coil" means any extended surface heating equipment or any heat transfer element which is not a unit heater, unit ventilator, convector, or blast heating coil as defined in paragraph (a) (1), (2), (3) and (4) of this schedule, and includes, but is not limited to, a convector-radiator or finned-pipe, or any heat transfer element specifically designed for incorporation by a person other than the producer, into extended surface heating equipment or into any other equipment or machinery.

(6) "Standard size unit heater" means a unit heater having certain overall physical dimensions, as specific heating element and a specific fan (or fans), which will develop a specific BTU output per hour heating capacity with free air delivery, when supplied with steam at two (2) pounds pressure per square inch and air at 60 degrees Fahrenheit, and when equipped with a specific single-phase, 60 cycle A. C. electric motor arranged to drive the fan (or fans) at a specific speed.

A standard size unit heater shall not be deemed to be changed;

(i) When the BTU capacity is altered by use of any attachments or appurtenances or by use of an electric motor driven by current other than single-phase 60 cycle A. C.: *Provided*, That when another current is used the speed of the motor shall approximate the speed attained with a single-phase 60 cycle A. C. motor; or

(ii) In the case of any large housed blower unit by the substitution of a tube-within-a-tube heat transfer element of no greater heating capacity than that replaced.

(7) "Modified size unit heater" means a standard size unit heater which has been altered by substituting for its heat transfer element one having less surface, for the purpose of lowering the temperature of the discharged air, when the unit heater is to be operated with steam at a pressure of 30 or more pounds per square inch.

(b) *Simplified practices.* Pursuant to Limitation Order L-107 the following simplified practices are established for the manufacture, fabrication or assembly of extended surface heating equipment:

(1) *Unit heaters.* (i) Manufacture, fabrication or assembly by any producer, is limited to horizontal propeller fan type, vertical propeller fan type, large housed blower type, and small cabinet blower type;

(ii) Heat transfer elements known as double-tube or tube-within-a-tube coils are permitted only in standard size large housed blower type unit heaters, and then only if all temperature regulation dampers are omitted;

(iii) Manufacture, fabrication or assembly by any producer is limited to not

more than 48 sizes, of which not more than 24 shall be standard size unit heaters, and not more than 24 shall be modified size unit heaters; *Provided*, That no more than 10 standard size unit heaters and 10 modified size unit heaters may be made in any one of the following three types; horizontal propeller fan type, vertical propeller fan type, and large housed blower type; *And provided, further*, That not more than two standard size unit heaters may be made in the small cabinet blower type;

(iv) Not more than one model of any one size may be made, but a model will not be deemed to be changed by the inclusion or omission of attachments or accessories such as dampers or filters, or in case of a large housed blower type unit by the substitution of a double-tube or a tube-within-a-tube for a single tube heat transfer element;

(v) No horizontal propeller fan type unit heater shall be made smaller than 24,000 BTU per hour output capacity;

(vi) No vertical propeller fan type unit heaters shall be made smaller than 144,000 BTU per hour output capacity;

(vii) No large housed blower type unit heater shall be made smaller than 216,000 BTU per hour output capacity;

(viii) No small cabinet blower type unit heater shall be made larger than 150,000 BTU per hour output capacity.

(2) *Unit ventilators.* (i) Manufacture, fabrication or assembly, by any producer, is limited to six sizes based upon rated c. f. m. free air delivery capacity (A. S. H. V. L. standard anemometer test), not more than four of which shall be other than the so-called cabinet schoolroom type. Not more than two different sizes of heating elements shall be used in any given size of unit ventilator;

(ii) So-called cabinet type, schoolroom unit ventilators shall be made only with free-standing cabinets without special provisions for recessing in wall construction.

(3) *Convectors.* (i) Manufacture, fabrication or assembly by any producer is limited to not more than 20 sizes of heat transfer elements. Nominal depths shall not be other than 6, 8 or 12 inches;

(ii) Not more than two styles of and headers shall be used for all sizes of convectors, regardless of the type or size of pipe connections;

(iii) Cabinets for any use except in hospitals for mentally disturbed patients shall be limited to three heights and shall be either free standing or wall hung models without special provisions for installation in wall recesses. Only one style of damper, and one style of grille is permitted, and only one grille may be provided for any convector cabinet. Convector cabinets used in hospitals for mentally disturbed patients may be produced to conform with the specified needs of such installations.

(4) *Blast heating coils.* (i) Manufacture, fabrication or assembly by any producer of any single tube blast heating coil is limited to not more than five widths (or heights), of which at least two shall be small "booster" coils;

(ii) Manufacture, fabrication or assembly by any producer of any double-tube or tube-within-a-tube blast heating coil is limited to not more than three widths or heights;

(iii) Tubes for such coils shall not be of any but the following nominal lengths:

INCHES		
12	36	72
15	42	84
18	48	96
21	54	108
24	60	120
30	66	132
		144;

(iv) Such coils shall be only of types with one or two rows of tubes;

(v) Such coils shall be made in not more than two different numbers of fins per inch of length.

(5) *Special heating coils.* Manufacture fabrication or assembly by any producer is limited to those sizes, types and designs produced by him on or before the 28th day of July 1943.

(6) Alloys used for coating heat transfer elements or parts thereof shall not contain more than seven percent of tin by weight.

(7) Casings, enclosures and parts thereof shall not contain any metal other than iron and steel and, except for small fittings, shall not be coated with any metal other than lead, or metal which may be a part of a paint mixture, provided such use of such metal is not prohibited by any order of the War Production Board.

(8) Electric motors shall be single speed types only. Direct current motors used with belt driven equipment shall have a rated speed of 1800 R. P. M.; alternating current motors so used shall have not more than four poles.

(9) The use of copper, copper base alloy or aluminum in extended surface heating equipment is prohibited except when used in accordance with Conservation Order No. M-9-c or any Order in the M-1 series.

(c) *General exceptions.* The provisions of this Schedule shall not apply to any extended surface heating equipment manufactured, fabricated or assembled on a contract, sub-contract or purchase order for delivery to or for the account of the Army, Navy, Maritime Commission or War Shipping Administration of the United States for use on ships, including floating drydocks.

(d) *Selection and report of models and sizes.* Each producer of extended surface heating equipment shall determine the models and sizes of the various kinds of extended surface heating equipment which he proposes to manufacture, fabricate, or assemble under this Schedule, and shall file a new report with the War Production Board on Form WPB-1902 on or before the 4th day of September 1944, giving a complete description of each model and size to be manufactured, fabricated or assembled. Each producer shall thereafter produce only those models and sizes so reported, unless written permission is received from the War Production Board to produce



any other models or sizes than those reported. This reporting requirement has been approved by the Bureau of the Budget pursuant to the Federal Reports Act of 1942.

(e) *Repair parts.* Nothing in this schedule shall restrict the manufacture or shipment of repair parts for any extended surface heating equipment.

(f) *Effective date of simplified practices; exceptions; report.* (1) On and after the 26th day of September, 1943, no extended surface heating equipment (except repair parts), which does not conform to the simplified practices established in this schedule, shall be produced or delivered by any producer or accepted by any person from any producer: *Provided, however,* That except as noted in (2) below, the foregoing shall not prohibit the delivery by any producer or acceptance by any person of such extended surface heating equipment not in conformity with these simplified practices, in his stock in finished form on the 26th day of September, 1943, or which can be assembled into completed equipment from cast, machined or otherwise processed materials in the producer's inventory on said date.

(2) No extended surface heating equipment, the heat transfer elements of which are made of copper or copper base alloy, shall be delivered by any producer or accepted by any person from any producer, except in accordance with the provisions of Conservation Order M-9-c as amended from time to time.

(3) Each producer shall report in a letter on or before the 4th day of September 1944, the number and size of each type of extended surface heating equipment defined in this schedule not in conformity with the provisions of this schedule and which he has produced or will produce and offer for sale on and after the 5th day of October, 1944. The War Production Board may thereupon take such action, with respect to such extended surface heating equipment, as it deems advisable. This reporting requirement has been approved by the Bureau of the Budget pursuant to the Federal Reports Act of 1942.

Issued this 24th day of August 1944.

WAR PRODUCTION BOARD,  
By J. JOSEPH WHELAN,  
Recording Secretary.

[F. R. Doc. 44-12823; Filed, August 24, 1944;  
11:48 a. m.]

#### PART 3293—CHEMICALS

[Preference Rating Order P-135, as Amended  
Aug. 24, 1944]

##### REAGENT CHEMICALS

§ 3293.526 *Preference Rating Order P-135—(a) Definitions.* For the purposes of this order:

(1) "Reagent chemical" means any chemical prepared and packed for reagent use in laboratories.

(2) "Laboratory" means any person engaged in the business of carrying on scientific or technological investigation,

No. 170—2

testing, development or experimentation, to the extent that he is so engaged. The term includes research laboratories, production control laboratories, clinical laboratories and instructional laboratories. It does not include any person to the extent that he is engaged in the manufacture of products for commercial sale, even though the place in which the products are manufactured may be called a laboratory.

(3) "Distributor" means any person who buys reagent chemicals for resale without further processing.

(4) "Producer" means any person engaged in the production of reagent chemicals and includes any person who has them produced for him pursuant to toll agreement.

(b) *Assignment of preference ratings.* (1) Preference rating AA-1 is hereby assigned to deliveries of any reagent chemical to any laboratory to which a serial number has been assigned under Preference Rating Order P-43, and to any laboratory owned and operated by the Army or Navy of the United States.

(2) Preference rating AA-2 is hereby assigned to:

(i) Deliveries of any reagent chemical to any laboratory to which a serial number has not been assigned under Preference Rating Order P-43.

(ii) Deliveries of any reagent chemical to a distributor or producer.

(c) *Application and extension of rating.* The preference rating assigned by paragraph (b) hereof shall, subject to the provisions of paragraph (d) hereof, be applied or extended only in accordance with the provisions of Priorities Regulation No. 3, as amended from time to time.

(d) *Restrictions on applications and extensions of rating.* The preference rating hereby assigned shall not be applied:

(1) To obtain deliveries of any reagent chemical or material:

(i) Which will be incorporated in, or which will enter into any chemical reaction directly involved in the manufacture of any product, other than a reagent chemical, manufactured for sale;

(ii) Which will be used in the rendering of any service other than analytical, testing, control, educational or research laboratory services.

(2) [Revoked Aug. 24, 1944.]

(3) [Revoked Aug. 24, 1944.]

(4) The quantitative restrictions of CMP Regulations 5 and 5A shall not apply to deliveries of reagent chemicals or of material (not including maintenance, repair and operating supplies) which will enter into the production of reagent chemicals.

(e) *Miscellaneous provisions—(1) Applicability of priorities regulations.* This order and all transactions affected hereby are subject to all applicable provisions of priorities regulations of the War Production Board, as amended from time to time.

(2) *Communications to War Production Board.* All communications concerning this order shall, unless otherwise directed, be addressed to: War Produc-

tion Board, Chemicals Division, Washington 25, D. C., Ref: P-135.

Issued this 24th day of August 1944.

WAR PRODUCTION BOARD,  
By J. JOSEPH WHELAN,  
Recording Secretary.

[F. R. Doc. 44-12826; Filed, August 24, 1944;  
11:48 a. m.]

#### PART 3293—CHEMICALS

[General Allocation Order M-300, Schedule 18 as Amended Aug. 24, 1944]

##### DICHLOROSTYRENE

§ 3293.1018 *Schedule 18 to General Allocation Order M-300—(a) Definitions.* "Dichlorostyrene" means dichlorostyrenes in any form and from whatever source derived.

(1) [Revoked Aug. 24, 1944]

(b) *General provisions.* Dichlorostyrene is subject to the provisions of General Allocation Order M-300, as an Appendix B material. The initial allocation date is June 1, 1944. The allocation period is the calendar month. The small order exemption without use certificate is 5 pounds per person per month.

All outstanding allocations and directions issued under this schedule regarding styrene are hereby revoked.

NOTE: Former paragraphs (c) and (d) revoked and former paragraphs (e) through (h) redesignated (c) through (f) respectively, August 24, 1944.

(c) *Suppliers' applications on WPB-2947.* Each supplier seeking authorization to use or deliver shall file application on Form WPB-2947 (formerly PD-602). The filing date is the 20th day of the month preceding the proposed allocation month. Send three certified copies to the War Production Board Chemicals Bureau, Washington 25, D. C., Reference: M-300-18. The unit of measure is pounds. An aggregate quantity may be requested without specifying customers' names for delivery on uncertified exempt small orders. Fill in Table II.

(d) *Certified statements of use.* Each person placing a purchase order for delivery of more than 5 pounds of dichlorostyrene per month in the aggregate from all suppliers shall furnish each supplier with a certified statement of proposed use, in the form prescribed in Appendix D of General Allocation Order M-300. End use may be specified as "Polydichlorostyrene subject to Order M-300-19" or as any other specified use. Proposed use may also be specified as "for authorized resale", "for resale on exempt small orders", and "for export" (specify destination and export license number).



(e) *Budget Bureau approval.* The above reporting requirements have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(f) *Communications to War Production Board.* Communications concerning this schedule shall, unless otherwise directed, be addressed to: War Production Board, Chemicals Bureau, Washington 25, D. C., Reference: M-300-18.

Issued this 24th day of August 1944.

WAR PRODUCTION BOARD,  
By J. JOSEPH WHELAN,  
Recording Secretary.

[F. R. Doc. 44-12827; Filed, August 24, 1944;  
11:40 a. m.]

#### PART 3293—CHEMICALS

[General Allocation Order M-300, Schedule 43]

##### LACTIC ACID

§ 3293.1043 *Schedule 43 to General Allocation Order M-300—(a) Definition.* "Lactic acid" means alphahydroxy propionic acid from whatever source derived, except lactic acid not yet isolated from natural products.

(b) *General restrictions.* Lactic acid is subject to allocation under General Allocation Order M-300 as an Appendix A material. The initial allocation date is September 1, 1944. The allocation period is the calendar month and the small order exemption is one barrel (500 lbs. commodity basis) of lactic acid per person per month in any grade regularly consumed by that person during the fiscal year ending June 30, 1944.

(c) *Stocks affected.* All stocks of lactic acid are subject to this schedule, notwithstanding the "consumers' stocks" exemption of Order M-300.

(d) *Suppliers' applications on WPB-2946.* Each supplier seeking authorization to deliver shall file application on Form WPB-2946 (formerly PD-601). Filing date is the 20th day of the month before the requested allocation month, except that requests for September 1944 may be made as soon as possible. Send three copies (one certified) to the War Production Board, Chemicals Bureau, Washington 25, D. C., Ref: M-300-43. The unit of measure is pounds, commodity basis. An aggregate quantity may be requested, without specifying customers' names, for delivery on exempt small orders. Fill in Table II.

(e) *Customers' applications on WPB-2945.* Each person seeking authorization to use or accept delivery shall file application on Form WPB-2945 (formerly PD-600). Filing date is the 15th day of the month before the requested allocation month, except that requests for September 1944 may be made as soon as possible. File separate sets of forms for each supplier and for each consuming point. Send three copies (one certified) to the War Production Board, Chemicals Bureau, Washington 25, D. C., Ref: M-300-43, and one copy (reverse side blank) to the supplier. The unit of measure is

pounds, 100% basis. Fill in Column 3 in terms of the following:

Chemicals.	Other primary product (specify).
Foods.	Export (in original form).
Lactates.	Inventory (in original form).
Medicinals.	Resale (in original form).
Pharmaceuticals.	
Plastics.	
Tanning.	
Textiles.	

Specify end use in Column 4 as required by paragraph (11-a) of Appendix E of Order M-300. Fill in other columns of Table I, and fill in Tables II and III, as indicated. Leave Table IV blank.

In Table V specify "Frozen inventory on first of \_\_\_\_\_" (name first day of requested allocation month) in the heading of Column 23. In Column 23 enter the estimated quantity of lactic acid, 100% basis, which at the beginning of the requested allocation period will be in inventory subject to further authorization before it can be used (exclusive of the authorization being requested). Leave Columns 24 and 25 blank.

(f) *One time base-period report.* Each person (including suppliers who consume part of their own stocks, but excluding government departments and agencies) shall file a one time base-period report on Form WPB-3442 on or before the date of his initial application for lactic acid pursuant to paragraph (e) above. It is not necessary to report again under this paragraph if the same report has previously been made in accordance with the special direction dated August 10, 1944, which called for the same information as this paragraph.

Instructions for filling out this form are as follows:

Separate sets of forms shall be prepared for each grade and each strength and for each different consuming point. One copy of each set shall be retained and one copy forwarded to the War Production Board, Chemicals Bureau, Washington 25, D. C., Ref: M-300-43.

In the heading, specify in space (1) the grade of lactic acid (crude, technical, edible, USP, and its strength, commodity basis). In space (2) specify pounds, and leave space (3) blank. Fill in the other spaces as indicated.

In section I fill in Column (a) as indicated and leave Column (b) blank. In the heading of Column (c) specify "Third Quarter 1943"; in the heading of Column (d) specify "Fourth Quarter 1943"; in the heading of Column (e) specify "First Quarter 1944"; in the heading of Column (f) specify "Second Quarter 1944"; and fill in these columns as indicated. Leave Column (g) blank. Fill in last line as indicated.

In section II, leave Column (a) blank. Fill in Column (b) as of last day of previous month, and leave Column (d) blank.

(g) *Budget Bureau approval.* The above reporting requirements have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(h) *Communications to War Production Board.* Communications concerning this schedule shall be addressed to War Production Board, Chemicals Bureau, Washington 25, D. C., Ref: M-300-43.

Issued this 24th day of August 1944.

WAR PRODUCTION BOARD,  
By J. JOSEPH WHELAN,  
Recording Secretary.

[F. R. Doc. 44-12828; Filed, August 24, 1944;  
11:48 a. m.]

#### PART 3293—CHEMICALS

[Allocation Order M-340, as Amended Aug. 24, 1944]

##### MISCELLANEOUS CHEMICALS

The fulfillment of requirements for the defense of the United States has created a shortage in the supply of the chemicals subject to this order for defense, for private account and for export; and the following order is deemed necessary and appropriate in the public interest and to promote the national defense:

§ 3293.491 *Allocation Order M-340—(a) Definitions.* (1) "Subject chemical" means any chemical listed in Appendix A, as therein defined.

(2) "Producer" means any person engaged in the production of any subject chemical and includes a person who imports any subject chemical or has it produced for him pursuant to toll agreement.

(3) "Distributor" means any person who buys any subject chemical for the purpose of resale without further processing and without changing the form thereof.

(4) "Supplier" means a producer or distributor.

(b) *Restrictions on deliveries.* (1) On and after the applicable effective date stated in Appendix A, no supplier shall deliver a subject chemical to any person except as specifically authorized or directed in writing by War Production Board. No person shall accept delivery of a subject chemical which he knows or has reason to believe is delivered in violation of this order.

(2) Authorization or directions as to deliveries to be made by suppliers in each calendar month will generally be issued by War Production Board prior to the beginning of such month, but may be issued at any time. They will normally be issued on Form WPB-2947 (formerly PD-602) which is to be filed by the supplier with War Production Board as explained in paragraph (g) below.

(3) If a supplier is authorized or directed by War Production Board to deliver a subject chemical to any specific customer or group of customers, but is unable to make the delivery either because of receipt of notice of cancellation or otherwise, the subject chemical shall revert to inventory, and shall not be delivered, or used, without further instructions.

(c) *Exceptions for small deliveries.* (1) Specific authorization in writing of War Production Board is not required for delivery by any supplier to any person in any calendar month of a subject chemical in a quantity not exceeding the quantity stated in Column 3 of Appendix B.



(2) The aggregate quantity of a subject chemical which any supplier may deliver in any calendar month pursuant to paragraph (c) (1), shall not exceed:

(i) The quantity which he has been specifically authorized, upon application pursuant to Appendix D, to deliver on small orders; or

(ii) If he is a distributor, the quantity which he acquired upon certification that it was required to fill small orders or the quantity which he acquired himself on such a small order, or

(iii) If he is a distributor who customarily delivers exclusively on small orders, any quantity.

(d) *Exceptions for deliveries for other reasons.* Specific authorization in writing of War Production Board is not required for delivery of a subject chemical by any supplier to any other person for a purpose stated in Column 4 of Appendix B.

(e) *Restrictions on use.* (1) On and after the applicable effective date stated in Appendix A, no supplier shall use a subject chemical except as specifically authorized or directed in writing by War Production Board.

(2) Each person who with an order for a subject chemical furnishes a certificate required by paragraph (f) shall use the subject chemical delivered on such order only as specified on such certificate except as otherwise specifically authorized or directed in writing by War Production Board.

(3) War Production Board may from time to time issue directions with respect to the use or uses which may or may not be made of a subject chemical to be delivered to, or then in inventory of the prospective user.

(f) *Supplier to obtain from customer a certificate of use.* No supplier shall in any calendar month (beginning in the case of each subject chemical with the calendar month in which the order becomes effective as to that chemical as stated in Appendix A) deliver to any person a greater quantity of such subject chemical than is stated in Column 3 of Appendix B unless he shall have received from such person a certificate as to the use for which such person is ordering such subject chemical. Such certificate shall be substantially in the form and shall be subject to the instructions stated in Appendix C and shall be in the hands of the supplier not later than the 15th day of the month preceding the month in which delivery is to be made. It need not be filed with War Production Board. A supplier must not deliver a subject chemical where he knows or has reason to believe the purchaser's certificate is false, but in the absence of such knowledge or reason to believe he may rely on the certificate.

(g) *Applications by suppliers for leave to deliver or use.* (1) Each supplier requiring authorization to make delivery of, or to use, a subject chemical during any calendar month shall file application on or before the 20th day of the preceding month. The application should be made on Form WPB-2947 (formerly PD-602) in the manner set forth in the

general instructions appearing on that form, subject to the special instructions contained in Appendix D. If there is an inconsistency between the general and special instructions, the special instructions must be followed.

(2) War Production Board may issue to any supplier other and further directions with respect to preparing and filing Form WPB-2947 (formerly PD-602).

(h) *Miscellaneous provisions.* (1) *Applicability of regulations.* This order and all transactions affected thereby are subject to all applicable regulations of War Production Board, as amended from time to time.

(2) *Violations.* Any person who willfully violates any provision of this order or who, in connection with this order willfully conceals a material fact or furnishes false information to any department or agency of the United States is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, material under priority control and may be deprived of priorities assistance.

(3) *Communications to War Production Board.* All reports required to be filed hereunder and all communications concerning this order, shall, unless otherwise directed, be addressed to: War Production Board, Chemicals Division, Washington 25, D. C. Ref: M-340.

Issued this 24th day of August 1944.

WAR PRODUCTION BOARD,  
By J. JOSEPH WHELAN,  
Recording Secretary.

#### APPENDIX A

NOTE: Appendix A amended Aug. 24, 1944.  
Chemicals subject to this order:

(1) [Deleted Aug. 24, 1944.]

(2) [Deleted Aug. 24, 1944.]

(3) [Deleted Aug. 24, 1944.]

(4) [Deleted Aug. 24, 1944.]

(5) "By-product—phosphoric acid" means phosphoric acid obtained as a by-product in the manufacture of methyl methacrylate.

Effective date—September 1, 1943. Comes in the following grades: no grades.

(6) "Oxidized petrolatum" means high paraffinic petrolatum oxidized and processed to contain aliphatic ketones, and which is suitable for use as a base in the manufacture of rust preventive compounds or corrosion inhibitors meeting specification No. 52-C-18 such as those petrolatums known by the trade marks Par-A1-Ketone, Alox 707, and Alox 701.

Effective date—October 9, 1943. Comes in the following grades: no grades.

(7) [Deleted June 9, 1944.]

(8) [Deleted Mar. 27, 1944.]

(9) [Deleted Mar. 27, 1944.]

(10) [Deleted Oct. 22, 1943.]

(11) [Transferred June 15, 1944, to M-300-25]

(12) "Enamel wire naphtha" (also known as E. W. naphtha) means a mixture of aromatic solvents derived from coke oven light oil, drip oil or coal tar, distilling between 150 and 290° C., with at least 15 per cent distilling above 200° C., and containing 20 to 60 per cent monomeric polymerizable constituents of the cumorone-indene type. The term does not include aromatic material for the production of E. W. naphtha, or for the pro-

duction of cumorone-indene resin, or for the production of other chemicals or intermediates, or for use as solvents in the crude state.

Effective date—February 1, 1944. Comes in the following grades: no grades.

(13) [Deleted Aug. 24, 1944.]

(14) "Precipitated calcium carbonate" means ultra fine particle calcium carbonate such as the chemical known as Kalvan, Witcarb R and Multifex.

Effective date—April 1, 1944. Comes in the following grades: no grades.

(15) [Deleted Aug. 24, 1944.]

(16) "Hi-flash naphtha" means water white coal tar solvent naphtha, having a distillation range of 145° C. (293° F. to 200° C. (392° F.), derived from coke oven light oils, coal tar distillates, drip oils or holder oils.

Effective date—July 1, 1944. Comes in the following grades: No grades.

#### APPENDIX B

NOTE: Appendix B amended Aug. 24, 1944.

1	2	3	4
Name of chemical	Unit of measure	Maximum quantity deliverable to any one person in any calendar month without specific authorization and without certificate required by paragraph (f)	Purpose for which delivery may be made without specific authorization, regardless of quantity. (See par. (d))
(1) [Deleted Aug. 24, 1944.]			
(2) [Deleted Aug. 24, 1944.]			
(3) [Deleted Aug. 24, 1944.]			
(4) [Deleted Aug. 24, 1944.]			
(5) By-product phosphoric acid.	Ton.....	5 tons.....	None.
(6) Oxidized petrolatum.	Pound..	25 pounds.....	None.
(7) [Deleted June 9, 1944.]			
(8) [Deleted Mar. 27, 1944.]			
(9) [Deleted Mar. 27, 1944.]			
(10) [Deleted Oct. 22, 1943.]			
(11) [Deleted June 15, 1944.]			
(12) E.W.Naphtha.	Gallons..	54 gallons.....	None.
(13) [Deleted Aug. 24, 1944.]			
(14) Precipitated calcium carbonate.	Pound..	50 pounds.....	None.
(15) [Deleted Aug. 24, 1944.]			
(16) Hi-flash naphtha.	Gallons..	54 gallons.....	None.

#### APPENDIX C—CUSTOMER'S CERTIFICATE OF INTENDED USE

The undersigned purchaser hereby certifies to War Production Board and to his supplier, pursuant to Order No. M-340, that the



(specify subject chemical)  
ordered for delivery in \_\_\_\_\_, 194\_\_\_\_  
Month \_\_\_\_\_  
will be used by him for the manufacture or  
preparation of the following product(s), and  
that such product(s) will be put to the fol-  
lowing end use(s):

	Quantity	Primary product	End use
(A) _____			
(B) _____			

\_\_\_\_\_  
Name of purchaser  
By \_\_\_\_\_  
Date \_\_\_\_\_ Duly authorized official Title \_\_\_\_\_

*Instructions for customer's certificate.*  
(1) The certificate shall be signed by an authorized official of the purchaser, either manually or as provided in Priorities Regulation No. 7.

(2) Where a purchaser wishes to receive more than the exempted quantity of each of two or more subject chemicals, a separate certificate shall be obtained as to each.

(3) The purchaser will specify under "Primary product", the exact product or products in the manufacture or preparation of which the subject chemical will be used or incorporated. A distributor ordering the subject chemical for resale as such will specify "resale" or, if ordering exclusively for resale on exempt small orders, will specify "small orders of \_\_\_\_\_ or less" (specify quantity stated in Column 3 of Appendix B). If purchase is for inventory state "inventory."

(4) Under "End use" purchaser will specify the ultimate or end use to which the primary product will be put. He will also indicate whether civilian, Lend-Lease, other export or military, and if the product is for uses falling in two or more such categories, the percentage falling in each. Also, he will give contract numbers in the case of military use or Lend-Lease, and in the case of export, export license numbers. A distributor ordering the subject chemical for resale as such will leave blank the "End Use" column.

#### APPENDIX D—SPECIAL INSTRUCTIONS FOR SUPPLIER'S FORM WPB-2947 (FORMERLY PD-602)

(1) *Obtaining forms.* Copies of Form WPB-2947 (formerly Form PD-602) may be obtained at local field offices of the War Production Board.

(2) *Number of copies.* Prepare an original and three copies. File original and two copies with War Production Board, Chemicals Division, Washington 25, D. C., Ref.: M-340, retaining the third copy for your files. The original filed with the War Production Board shall be manually signed by a duly authorized official.

(3) *Separate set for each chemical.* Where the supplier's application relates to deliveries of two or more subject chemicals, he will file a separate set of Form WPB-2947 (formerly Form PD 602) for each.

(4) *Information at top of form.* In the heading, under "Name of Material", specify the subject chemical to which the Form WPB-2947 (formerly Form PD-602) relates; under "Grade", specify grade stated in Appendix A, or if no grade specified, leave blank; under "WPB Order No.", specify "M-340"; indicate month and year during which deliveries covered by the application are to be made; under "Unit of Measure", specify unit of measure stated in Column 2 to Appendix B; under name of company, specify your name and the address of the plant or warehouse from which shipment will be made.

(5) *Listing of customers.* In Column 1 (except for small orders as explained in (7)

below) list the name of each customer from whom an order for delivery of the subject chemical during the applicable month has been received. If it is necessary to use more than one sheet to list customers, number each sheet in order and show the grand total on last sheet which is the only one that need be certified.

(6) *Primary product and end use.* In Column 1-a (except for small orders as explained in (7) below) specify the product or products in the manufacture or preparation of which the subject chemical will be used by your customer, the end use to which such product or products will be put, and military or Lend-Lease contract numbers, and export license numbers, all as indicated by the certificate obtained under paragraph (f) of this order. The quantity of the subject chemical used in the manufacture or preparation of each primary product for each product use shall be shown separately. If the subject chemical ordered by a customer is for two or more uses, indicate each use separately and indicate the quantity of the subject chemical ordered for each use.

(7) *Small orders.* The supplier need not list the name of any customer to whom he is to deliver in the applicable month a quantity of the subject chemical not exceeding the maximum quantity (indicated in Column 3 of Appendix B) which he is permitted to deliver to any one person in any calendar month without specific authorization. Also, in the case of any such delivery, he need not show the name of the product or the end use. Instead, he must write in Column 1 "Total small order deliveries (estimated)" and in Column 4, must specify the total estimated quantity of the subject chemical to be delivered on such orders.

(8) *Use by producers.* A producer requiring permission to use a part or all of his own production of the subject chemical shall list his own name as customer in Column 1 on Form WPB-2947 (formerly Form PD-602) specifying quantity required and product manufactured. Written approval of War Production Board on such Form WPB-2947 (formerly Form PD-602) shall constitute authority to the producer to use the subject chemical in the quantity and for the purposes indicated in such approved form.

(9) *Table II.* Each producer will report production, deliveries and stocks as required by Table II, Columns 9 to 16, inclusive. Distributors will fill out only Columns 10, 12 and 13. Producers and distributors will show in Column 8 Grade, as stated in Appendix A, or if no Grade is there specified, will leave Column 8 blank.

[F. R. Doc. 44-12824; Filed, August 24, 1944; 11:49 a. m.]

#### PART 3293—CHEMICALS

[Allocation Order M-340, Revocation of Direction 1]

##### METHYL BROMIDE FOR FUMIGATION

*Direction 1 to Allocation Order M-340* regarding methyl bromide for fumigation, is revoked. Simultaneously with this revocation methyl bromide is being removed from the list of miscellaneous chemicals subject to allocation under Order M-340.

Issued this 24th day of August 1944.

WAR PRODUCTION BOARD,  
By J. JOSEPH WHELAN,  
Recording Secretary.

[F. R. Doc. 44-12825; Filed, August 24, 1944; 11:48 a. m.]

#### Chapter XI—Office of Price Administration

##### PART 1306—IRON AND STEEL

[MPR 43, Amdt. 2]

##### USED STEEL DRUMS, PAILS AND CONTAINERS AND RECONDITIONING OF USED STEEL DRUMS

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.\*

Maximum Price Regulation 43 is amended in the following respects:

1. Section 1 (a) is amended to read as follows:

(a) No person shall sell or deliver used steel drums, pails or containers, or the service of reconditioning used steel drums of a capacity of 29 to 58 gallons inclusive, at prices higher than the maximum prices permitted by this regulation.

2. Section 1 (b) is amended to read as follows:

(b) No person shall buy or receive any used steel drums, pails or containers, or the service of reconditioning used steel drums of a capacity of 29 to 58 gallons inclusive, at prices higher than the maximum prices permitted by this regulation.

3. Section 4 (a) is amended to read as follows:

(a) *Products covered.* This regulation covers the sale of any raw, used or reconditioned steel drum; raw, used or reconditioned steel pail; and raw, used or reconditioned container as defined in this regulation.

4. Section 4 (b) is amended to read as follows:

(b) *Services covered.* This regulation shall apply to all rates or charges for the following services (except when such services are rendered by an employee), when performed on a used steel drum of a capacity of 29 to 58 gallons inclusive: Inside and outside washing (or burning), steel brushing, scraping, cooking and soaking, dedenting, painting, drying, inspecting for leaks, chaining or tumbling, sandblasting, straightening chimes, welding of flanges, chimes, and leaks, replacement of gaskets and bungs, coating or lining, pick-up and delivery, and conversion of a tight head drum to an open head drum.

5. Section 5 (a) is amended to read as follows:

(a) When used in this regulation the term:

"Person" includes an individual, corporation, partnership, association, or any other organized group of persons, or legal successor or representative of any of the foregoing, and includes the United States or any agency thereof, or any other government or any of its political subdivisions, or any agency of any of the foregoing;

"Drum" means any single walled, cylindrical or bilged container, liquid tight,

\*Copies may be obtained from the Office of Price Administration.

18 F.R. 13738.



welded seamed, of a capacity of 110 gallons or less (exclusive of pails or containers as defined herein) constructed of steel sheets. The term shall not include cans or high and low pressure gas steel cylinders;

"Raw used drum" means a used drum which has been emptied, but has not been reconditioned for reuse after the last emptying;

"Reconditioned drum" means a raw used drum which has been subjected to either a basic or total reconditioning, as defined herein, necessary to make the raw used drum fit for reuse;

"Basic reconditioning" of a drum means subjecting the drum to the following services: Inside and outside washing (or burning), scraping, painting, drying, inspection for leaks, replacement of gasket (except in open head drums), and pick-up and delivery in accordance with the reconditioner's customary practices;

"Basic reconditioning" of a used container means cleaning, culling, cutting out the head and painting if necessary or required by the customer;

"Total reconditioning" of a drum means the performance of the basic reconditioning as defined herein plus any or all of the following services which may be necessary or which may be required by the purchaser: dedenting, chaining or tumbling, cooking and soaking, sand-blasting or steel brushing, straightening chimes, application of coating or lining required in food drums (except Heresite Lining), and welding of all leaks up to and including 1 inch in length or diameter except chime or flange leaks.

"Total reconditioning" of a used container means the performance of the basic reconditioning as defined herein plus any or all of the following services which may be necessary or which may be required by the purchaser: dedenting, cooking and soaking, steel brushing, straightening chimes, replacing lugs or furnishing covers.

"Pail" means any steel shipping package with a bail or handle, of lighter than 20 gauge, having a capacity of 6 gallons or less, either closed or open head.

"Raw used pail" means a used pail which has been emptied but which has not been reconditioned for reuse after the last emptying;

"Reconditioned pail" means a raw used pail which has been thoroughly cleaned and painted, equipped with a properly fitting cover and effective gasket and subjected to any and all other processes necessary to make the pail fit for reuse;

"Container" means a container other than a drum or pail, constructed of coated or black sheets of 22 US standard gauge steel or lighter, either double seamed, soldered, lock seamed, spot welded, lap seamed, or riveted seamed, (by way of example: Dyestuff cans, carbide cans, caustic soda cans, powder cans, etc.) of a capacity of 7 gallons or more:

Provided, That such container is suitable for reuse with or without reconditioning;

"Raw used container" means a used container which has been emptied but which has not been reconditioned for reuse after the last emptying;

"Reconditioned container" means a raw used container which has been subjected to either a basic or total reconditioning as defined herein necessary to make the raw used container fit for reuse;

6. Section 6 (c) is amended as follows:

(c) Containers.

7 gallon capacity to 20 gallons, inclusive.....	\$0.15
Greater than 20 gallon capacity.....	.25

7. Section 7 is amended to read as follows:

SEC. 7. Maximum prices for raw used drums, pails and containers when sold by a person who purchased for resale. The maximum prices for raw used drums, pails or containers when sold by a person who has purchased for resale, shall be as follows:

(a) Drums. (1) (Constructed of steel sheets of 16 to 20 gauge inclusive):

	When sold in States other than California, Oregon, and Washington and delivered to purchaser	When sold in States other than California, Oregon, and Washington, but not delivered to purchaser
14 to 16 gallons, inclusive.....	\$0.75	\$0.70
29 to 33 gallons, inclusive.....	1.05	.985
50 to 58 gallons, inclusive.....	1.35	1.25

	In States other than California, Oregon, and Washington	In States of California, Oregon, and Washington <sup>1</sup>	Food container allowance <sup>2</sup>	Deduction for omitting painting <sup>3</sup>
14 to 16 gallons, inclusive.....	\$1.45	\$1.60	\$0.15	\$0.05
29 to 33 gallons, inclusive.....	1.85	2.10	.20	.075
50 to 58 gallons, inclusive.....	2.25	2.75	.25	.10

<sup>1</sup> Where both shipping point and point of delivery are located in these States; otherwise the lower prices apply.

<sup>2</sup> Where a drum which is lined has been reconditioned so as to be suitable without any further reconditioning for use as a food container, and is sold for use as a food container, the allowance may be added.

<sup>3</sup> If the drum is not painted, the deductions shall be made. If paint other than varnish, enamel or lacquer is used, one-half of the above shall be deducted.

NOTE: For drums of capacities and gauges not listed, see section 10.

(2) Where a reconditioned drum is delivered by truck in excess of 50 miles from the shipping point, the reconditioner may add to the maximum prices set forth in this section, the actual transportation cost for the additional mileage, in accordance with section 12 of this regulation.

(3) Where delivery is made by rail, a reconditioned drum shall be deemed to have been delivered if loaded on cars for delivery to the purchaser, and the purchaser may pay the transportation charges in accordance with section 12 of this regulation.

	When sold in States of California, Oregon, and Washington, and delivered to purchaser	When sold in States of California, Oregon, and Washington but not delivered to purchaser
14 to 16 gallons, inclusive.....	\$0.05	\$0.80
29 to 33 gallons, inclusive.....	1.25	1.175
50 to 58 gallons, inclusive.....	1.75	1.65

<sup>1</sup> When both shipping point and point of delivery are located in those states; otherwise the lower prices apply.

(2) Where delivery is made by rail, the raw used drum shall be deemed to have been delivered if loaded on railroad cars for delivery to the purchaser and the purchaser may pay the transportation charges in accordance with section 12 of this regulation.

(b) Pails. The maximum price for raw used pails when sold by a person who has purchased for resale, shall be the same price as when sold by any other person (See section 6 (b)).

(c) Containers. The maximum price for raw used containers when sold by a person who has purchased for resale, shall be as follows:

7 gallon capacity to 20 gallons, inclusive.....	\$0.25
Greater than 20 gallons capacity.....	.35

8. Section 8 is amended to read as follows:

SEC. 8. Maximum prices for reconditioned used steel drums, pails and containers. The maximum prices for reconditioned used steel drums, pails and containers, delivered to the purchaser, shall be as follows:

(a) Drums. (1) (Constructed of steel sheets 16 to 20 gauge, inclusive):

2 gallons.....	\$0.31
3 gallons.....	.36
5 gallons.....	.45
5½-6 gallons.....	.57

(2) Where a pail is reconditioned in all respects except that:

(i) The pail is not furnished with an effective gasket, the required deduction shall be 2¢ per pail;

(ii) The pail is not painted, the required deduction shall be 3¢ per pail.

(c) Containers.

(1) 7 to 20 gallons capacity inclusive.

(i) Basically reconditioned.....	\$0.40
(ii) Totally reconditioned.....	.65



- (2) Over 20 gallon capacity.
- (i) Basically reconditioned..... \$0.50  
 (ii) Totally reconditioned..... .75

9. The headnote of section 9 and the first sentence of section 9 (a) are amended to read as follows:

SEC. 9. *Maximum prices for the service of reconditioning used steel drums of a capacity of 29 to 58 gallons, inclusive.*  
 (a) The maximum prices for the service of reconditioning used steel drums of a capacity of 29 to 58 gallons, inclusive, shall be as follows:

10. The headnote of section 10 in the Table of Contents is amended to read as follows: "Maximum prices for special types of used steel drums, pails and containers, and for the service of converting tight head drums to open head drums."

11. Section 10 is amended to read as follows:

SEC. 10. *Maximum prices for special types of used steel drums, pails and containers, and for the service of converting tight head drums to open head drums.*

(a) Each person who proposes to sell used steel drums, pails and containers of a capacity not specifically priced in this regulation, or of special construction, or drums constructed of steel heavier than 16 gauge or lighter than 20 gauge, shall submit the following information to the Office of Price Administration, Iron and Steel Branch, Washington 25, D. C.: Location and quantity of the drums, pails or containers to be sold, their capacity, gauge of sheet or plate, type of material, description of construction, whether or not they are reconditioned, if reconditioned when and by whom, acquisition price and proposed selling price, extra charges if any, and whether such proposed selling price is a shipping point or delivered price and if delivered, the point of destination.

(b) Each person who proposes to sell the service of converting tight head drums to open head drums shall submit the following information to the Office of Price Administration, Iron and Steel Branch, Washington 25, D. C.: A full and complete statement of the operations involved, the machinery used, the date when such machinery was installed, the cost of such machinery, the daily production of converted drums for each machine, the labor cost per unit (state whether actual or estimated), the material cost per unit (state whether actual or estimated), the amounts charged per unit for overhead, depreciation, and profit, the proposed service charge per unit for the conversion operation and whether such proposed service charge includes pick-up and delivery.

(c) The proposed selling price requested under paragraph (a) of this section or the proposed service charge requested under paragraph (b) of this section shall be approved as filed or shall be disapproved within 7 days from the time the above information is received by the Iron and Steel Branch. In the event of disapproval, the Office of Price Administration shall establish a maximum price

for the sale of the particular drums, pails or containers described, or for the service of converting tight head drums to open head drums, which maximum price shall be forwarded in writing by the Office of Price Administration to the proposed seller simultaneously with the notice of disapproval. In the event the Office of Price Administration does not mail its approval or disapproval within 7 days as provided herein, the proposed selling price shall be deemed approved.

12. Section 14 (b) is amended to read as follows:

(b) The Price Administrator may grant an exception permitting the petitioner to charge prices in excess of the maximum prices set forth in this regulation, in the sale of the service of reconditioning drums where the petitioner shows that such drums, in addition to being reconditioned as required by this regulation, are lined with Heresite coating, or similar acid and alkaline resistant high baked linings. In all such cases the petitioner shall submit data showing actual cost of lining such drums with Heresite coating or similar lining over and above the total reconditioning costs. Petitions for such exceptions must be filed in accordance with the provisions of Revised Procedural Regulation No. 1,<sup>2</sup> issued by the Office of Price Administration.

13. Section 15 (b) is amended to read as follows:

(b) Every person rendering the service of reconditioning used steel drums of a capacity 29 to 58 gallons, inclusive, shall render to the purchaser of this service an invoice for each lot of drums reconditioned, listing the type and capacity of the drums reconditioned, whether the reconditioning operation was a basic or total reconditioning as defined in this regulation, or conversion of a tight head drum to an open head drum, and if a total reconditioning, what services in addition to basic reconditioning were rendered, the extras, if any, and the charges made therefor, and delivery charges, if any. Every invoice must bear the words, "price charged for reconditioning services subject to Maximum Price Regulation 43".

14. Section 20 (a), (b) and (c) are amended to read as follows:

(a) This regulation supersedes all existing maximum price regulations or revised price schedules with respect to the sale of used steel drums, pails or containers.

(b) This regulation supersedes all existing maximum price regulations or revised price schedules with respect to the service of reconditioning used steel drums of a capacity of 29 to 58 gallons, inclusive.

(c) Maximum prices for the service of reconditioning used steel drums of other capacities than 29 to 58 gallons, inclusive, and maximum prices for the service of reconditioning used steel pails and used

steel containers are not covered by this regulation but by Revised Maximum Price Regulation 165—Services.

This amendment shall become effective August 29, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 24th day of August 1944.

CHESTER BOWLES,  
Administrator.

[F. R. Doc. 44-12809; Filed, August 24, 1944;  
11:46 a. m.]

## PART 1351—FOOD AND FOOD PRODUCTS

[FPR 1, Amdt. 3 to Supp. 7]

### PACKED FRUITS, BERRIES AND VEGETABLES OF THE 1944 AND LATER PACKS

A statement of the considerations involved in the issuance of this amendment to Supplement 7 to Food Products Regulation No. 1 has been issued and filed with the Division of the Federal Register.\*

1. In section 16, Appendix B is added to read as follows:

#### APPENDIX B—APRICOTS

*Explanation of how maximum prices for packed apricots are figured.* In making conversions for grade, for style of pack, for syrup differential and for container type and size under subparagraph (2), (3) or (4) of section 5 (a) of this supplement, in the case of packed apricots the order in which the steps in figuring the maximum prices are to be taken differs from those specified in the note at the beginning of section 5 (a) (2). In figuring maximum prices for packed apricots under those subparagraphs, steps are to be taken in the order indicated below in all cases, although in many cases not all of the steps are necessary.

In each case where the processor is figuring a maximum price for a grade or style of pack of apricots different from that sold in the base period, he must add the permitted increase for the same grade and same style of pack of apricots as that sold in the base period, before converting for the change in grade or change in style of pack, for the reason that the permitted increases for each grade and style of pack are different.

The term "grade" in Tables 3 and 4 refers to the grade of the fruit and the prices are constructed on fruit packed in syrup of a density which corresponds to the grade of the fruit. If fruit is packed in syrup of a density which does not correspond to the grade of the fruit, the processor must use the syrup differentials in the manner provided in Table 8.

Conversions from metal containers to glass containers must be made in the 1944 prices and not in base period prices. In each case of conversion from metal containers to glass containers, the processor must first construct a maximum price for the item when packed in metal and then add or subtract the appropriate conversion factor named in Table 6, even though he packed the item in glass during the base period.

In figuring prices under subparagraph (2), (3) or (4) of section 5 (a) based on grade differentials the processor shall, whenever he has a base price for choice apricots, use it as

\*Copies may be obtained from the Office of Price Administration.

<sup>2</sup> 9 F.R. 9493.

<sup>2</sup> 9 F.R. 5791, 7501, 8056.



the base price from which to figure maximum prices for fancy and standard grades. In other cases he shall use the differential between the item being priced and the nearest grade. The differentials to be used are named in Table 9.

The order in which the steps are to be taken in figuring maximum prices for packed apricots under subparagraph (2), (3) or (4) of section 5 (a) is as follows:

1. Convert for container size.
2. Add the permitted increase specified in Table 3 for the style of pack and grade of packed apricots sold in the base period.
3. Convert for grade.
4. Convert for style of pack.

TABLE 3—PERMITTED INCREASES AND PRICE RANGES PER DOZEN CONTAINERS FOR PROCESSORS OF PACKED APRICOTS WHO MADE SALES DURING THE BASE PERIOD.

AREA 1

TABLE 4—SPECIFIC DOLLARS-AND-CENTS MAXIMUM PRICES PER DOZEN CONTAINERS FOR PROCESSORS WHO WERE NOT IN BUSINESS DURING 1941 OR WHO MADE NO SALES OF PACKED APRICOTS DURING THE BASE PERIOD

Style and grade	No. 2½ Cans		No. 10 Cans	
	Permitted increase	Price ranges	Permitted increase	Price ranges
Halves, unpeeled:				
Fancy	\$0.95	\$2.81-\$2.99	\$3.26	\$9.55-\$10.11
Choice	.84	2.51-2.67	2.86	8.63-9.05
Standard	.73	2.07-2.39	2.51	7.64-8.08
Seconds	.68	2.04-2.12		
Water	.64	1.92-2.00		
Solid pack pie			2.16	6.24-6.90
Whole, unpeeled:			3.26	8.73-9.47
Fancy	.74	2.25-2.45	2.71	7.99-8.31
Choice	.68	1.99-2.15	2.34	6.75-7.35
Standard	.54	1.72-1.82	2.03	6.11-6.45
Whole, peeled:				
Fancy	.96	2.71-2.97	3.47	9.43-10.01
Choice	.84	2.39-2.61	3.04	8.23-9.13
Standard	.72	2.15-2.27	2.61	7.47-7.87

TABLE 5—CONVERSION FACTORS—METAL CONTAINERS

Style	No. 2½ Cans				No. 10 Cans			
	Fancy	Choice	Stand-ard	Seconds	Water	Fancy	Choice	Stand-ard
Halves, unpeeled	\$2.90	\$2.59	\$2.23	\$2.08	\$1.96	\$9.83	\$8.84	\$7.86
Whole, unpeeled	2.35	2.07	1.77			8.15	7.03	6.28
Whole, peeled	2.84	2.50	2.21			9.72	8.68	7.67

TABLE 6—CONVERSION FROM TIN TO GLASS

To get a price for the glass container size at the head of a column below, add (or subtract) the indicated amount	No. 2½ glass		No. 303 glass	
	+\$.20		+\$.30	
No. 2½ cans				
No. 2				
No. 10				

TABLE 6—CONVERSION FROM TIN TO GLASS

To get a price for the glass container size at the head of a column below, add (or subtract) the indicated amount	No. 2½ glass		No. 303 glass	
	+\$.20		+\$.30	
No. 2½ cans				
No. 2				
No. 10				

TABLE 7—DIFFERENCES BETWEEN STYLES

To a style listed at the head of a column below add (or subtract as indicated) the stated difference—	No. 2½ cans				No. 10 cans			
	Halves, unpeeled	Whole, peeled	Whole, unpeeled	Halves, unpeeled	Whole, peeled	Whole, unpeeled	Halves, unpeeled	Whole, unpeeled
Halves, unpeeled	\$.07	-.07	-.48	-.07	-.07	-.48	-.07	-.48
Whole, peeled	+.57	+.48	+.11	+.11	+.11	+.11	+.11	+.11
Whole, unpeeled								

TABLE 8—SYRUP DIFFERENTIALS

To convert from a style in this column	No. 2½ cans				No. 10 cans			
	Halves, unpeeled	Whole, peeled	Whole, unpeeled	Halves, unpeeled	Whole, peeled	Whole, unpeeled	Halves, unpeeled	Whole, unpeeled
Halves, unpeeled	\$.07	-.07	-.48	-.07	-.07	-.48	-.07	-.48
Whole, peeled	+.57	+.48	+.11	+.11	+.11	+.11	+.11	+.11
Whole, unpeeled								

TABLE 9—GRADE DIFFERENTIALS—DIFFERENCES BETWEEN SUCCESSIVE GRADES

To convert from a can size in this column	No. 2½ cans				No. 10 cans			
	Halves, unpeeled	Whole, peeled	Whole, unpeeled	Halves, unpeeled	Whole, peeled	Whole, unpeeled	Halves, unpeeled	Whole, peeled
Halves, unpeeled	\$.07	-.07	-.48	-.07	-.07	-.48	-.07	-.48
Whole, peeled	+.57	+.48	+.11	+.11	+.11	+.11	+.11	+.11
Whole, unpeeled								

TABLE 9—GRADE DIFFERENTIALS—DIFFERENCES BETWEEN SUCCESSIVE GRADES

To convert from a can size in this column	No. 2½ cans				No. 10 cans			
	Halves, unpeeled	Whole, peeled	Whole, unpeeled	Halves, unpeeled	Whole, peeled	Whole, unpeeled	Halves, unpeeled	Whole, peeled
Halves, unpeeled	\$.07	-.07	-.48	-.07	-.07	-.48	-.07	-.48
Whole, peeled	+.57	+.48	+.11	+.11	+.11	+.11	+.11	+.11
Whole, unpeeled								



2. The table in section 1 (a) is amended by adding item — to read as follows:

Column 1	Column 2	Column 3	Column 4	
Item No.	Product	Section	Section	Appendix
*	Apricots (California only).	5	16	B

This amendment shall become effective August 23, 1944.

Issued this 23d day of August 1944.

JAMES F. BROWNLEE,  
Acting Administrator.

[F. R. Doc. 44-12758; Filed, August 23, 1944;  
11:57 a. m.]

#### PART 1351—FOOD AND FOOD PRODUCTS

[MPR 280,<sup>1</sup> Amdt. 48]

##### ICE CREAM AND MIX

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.\*

The effective date provision of Amendment No. 14 to Maximum Price Regulation No. 280 is amended to read as follows:

This amendment shall become effective February 22, 1943 and shall terminate on November 23, 1944.

This Amendment No. 48 shall become effective August 23, 1944.

Issued this 23d day of August 1944.

JAMES G. ROGERS, Jr.,  
Acting Administrator.

[F. R. Doc. 44-12786; Filed, August 23, 1944;  
3:41 p. m.]

#### PART 1389—APPAREL

[MPR 178,<sup>2</sup> Amdt. 6]

##### WOMEN'S FUR GARMENTS

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.\*

Maximum Price Regulation 178 is amended in the following respects:

1. The proviso in § 1389.152a (a) (2) is amended by inserting between the phrase "higher than" and the word "the," the following clause; "whichever of the following is greater: (i) The manufacturer's price listed in Appendix B (b) for each garment there described plus the seller's initial percentage markup over cost for that classification and kind of skin or (ii)"

\*Copies may be obtained from the Office of Price Administration.

<sup>1</sup> 9 F.R. 6520, 9090.

<sup>2</sup> 7 F.R. 5277, 6771, 8016, 8946, 8948; 8 F.R. 7501; 9 F.R. 754.

2. The proviso in § 1389.152a (b) (2) is amended by inserting between the phrase "higher than" and the word "the," the following clause; "the manufacturer's price listed in Appendix B (b) for each garment there described plus the seller's initial percentage markup over cost for that classification and kind of skin, and for all other garments."

3. The proviso in § 1389.153 (a) (1) is amended by inserting between the phrase "higher than" and the word "the," the following clause; "whichever of the following is greater: (i) The price listed in Appendix B for each garment there described, or (ii)"

4. The proviso in § 1389.153 (a) (2) is amended by inserting between the phrase "higher than" and the word "the," the following clause; "the price listed in Appendix B for the garments there described, and for all other garments."

5. Section 1389.168 is added to read as follows:

§ 1389.168 *Appendix B: Permissible price levels for specified garments—(a) Highest price line limitation.* When used in this section the term "highest price line limitation" means the highest price at which any garment in a particular category may be sold or delivered under §§ 1389.152a, 1389.153 or under any order issued pursuant to § 1389.154 (d).

(b) *Highest price line limitation for manufacturers.* Any manufacturer may consider the following prices to be his highest price line limitation for any of the following garments:

Garment	Manufacturers' permissible price (less 8 percent)
Northern Muskrat Coat (including Jersey Muskrat) Skin-on-skin.....	\$195
Southern U. S. Muskrat Coat, Skin-on-skin.....	160
Beaver Coat (full let-out):	
5 stripe or less.....	498
7 stripe.....	575
9 stripe or more.....	625
Raccoon Coat (let-out).....	225
North American Skunk Coat (let-out).....	225
Southwest African Persian Lamb Coat.....	340
Marmot Coat (Skin-on-skin).....	125
North American Opossum Coat (Skin-on-skin).....	60

(c) *Special limitation for garments made of rabbit skins.* Until December 31, 1944, any manufacturer or wholesaler may consider as his highest price line limitation for a category of garments made of rabbit skins a price equal to whichever is lower (1) \$87.45 or (2) 110% of the highest price at which he may deliver a garment of the same category under §§ 1389.152a, 1389.153 or under any order issued pursuant to § 1389.154 (d).

This amendment shall become effective August 24, 1944.

Issued this 24th day of August 1944.

JAMES F. BROWNLEE,  
Acting Administrator.

[F. R. Doc. 44-12810; Filed, August 24, 1944;  
11:46 a. m.]

#### PART 1499—COMMODITIES AND SERVICES

[Rev. SR 14 to GMPR, Amdt. 166]

##### EMERGENCY SURCHARGE

NOTE: A correction to the statement of considerations involved in the issuance of Amendment 166 to Revised Supplementary Regulation 14 to the General Maximum Price Regulation was filed with the Division of the Federal Register as F.R. Doc. 44-10169 on August 23, 1944, at 12:11 p. m.

#### PART 1499—COMMODITIES AND SERVICES

[SR 14A<sup>1</sup> to GMPR, Amdt. 19]

##### MILK AND MILK PRODUCTS

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.\*

The effective date provision of § 1499-73a (a) (1a), as provided for in Amendments Nos. 119 and 184 to Supplementary Regulation No. 14 and Amendments Nos. 2, 4, 11, 13 and 16 to Supplementary Regulation No. 14A, is amended to read as follows:

This amendment shall become effective February 22, 1943 and shall terminate November 23, 1944.

This Amendment No. 19 shall become effective August 23, 1944.

Issued this 23d day of August 1944.

JAMES G. ROGERS, Jr.,  
Acting Administrator.

[F. R. Doc. 44-12787; Filed, August 23, 1944;  
3:41 p. m.]

#### Chapter XX—Office of Contract Settlement

[General Reg. 1]

#### PART 8008—INTERIM FINANCING

##### PROCEDURE FOR GUARANTEEING TERMINATION LOANS BY WAR AND NAVY DEPARTMENTS AND MARITIME COMMISSION

AUGUST 18, 1944.

Pursuant to the authority conferred upon me by sections 4 (b) and 8 (c) of the Contract Settlement Act of 1944, there is hereby prescribed the procedure for the guaranteeing of termination loans by the War Department, the Navy Department and the Maritime Commission through the Federal Reserve Banks, outlined in the Guarantee Agreement, the Loan Agreement, and Explanatory Notes attached hereto.

Technical amendments not affecting policy may be made in Appendix I Termination Loan Agreement and the Explanatory Notes by agreement among the War and Navy Departments, the Maritime Commission and the Federal Reserve Board.

<sup>1</sup> 8 F.R. 9835, 9885, 10514, 12793, 13060, 13724, 15259, 15705, 16604, 16428, 16919, 17199; 9 F.R. 343, 1328, 2176, 3655, 4985, 5586, 6451.



In the execution of this procedure the following policies will be observed:

1. Termination loan (hereinafter called T-Loan) guarantees should not be refused by the contracting agency having the preponderant interest in the borrower's war contracts if the borrower is or has been engaged in performing an operation connected with or related to war production, except in such classes of cases as may be prescribed by the Director. The borrower's certification of his investment in termination inventories and receivables and of the amounts payable to subcontractors should not be questioned by the Federal Reserve Bank or the contracting agency unless there is reason to believe that it is substantially overstated in value. Financing institutions should be encouraged to make unguaranteed production and termination loans, and the fact that a financing institution has made such an unguaranteed loan shall not affect its right subsequently to apply for a T-Loan guarantee, even if the proceeds of the T-Loan are used to retire the existing loan.

2. If a contracting agency which utilizes the Federal Reserve Bank as fiscal agents for T-Loan guarantees has local representatives in connection therewith, it should delegate to such banks authority to approve, after consultation with and in the absence of objection by such representatives, all applications for guarantees of loans totaling (a) \$500,000 or less to any one borrower when the requested percentage of guarantee is not in excess of 90 percent, and (b) \$100,000 or less to any one borrower when the requested percentage of guarantee is not in excess of 95 percent. Any such contracting agency which does not have such local representatives will provide them in the localities where, and at the times when, it is determined that they are required, in the light of its prospective volume of contract terminations and after consultation with the Director, and in the absence of such representatives should delegate such authority to the Reserve Banks as is necessary to insure prompt processing of applications for and execution of such guarantees.

3. Conditions other than those required under the standard loan agreement should be prescribed by the contracting agencies or the Federal Reserve Banks only in exceptional circumstances and when they are clearly necessary to protect the Government's interest. Additional conditions agreed upon by the borrower and the financing institution, if not unreasonable and not inconsistent with the standard loan agreement, should not be objected to by the contracting agency or the Reserve Banks.

4. The requested percentage of guarantee should not ordinarily be questioned by the Federal Reserve Bank or the contracting agency if it does not exceed 90 percent; and a contracting agency should not authorize a percentage of guarantee in excess of 90 percent, or 95 percent in the case of small loans, unless the circumstances clearly justify the financing institution in requesting it and other

means of interim financing are not promptly available.

5. In general, the percentages in the loan formula certificate agreed upon by the financing institution and the borrower should not be questioned by the Federal Reserve Bank or the contracting agency. After consultation with the Board of Governors of the Federal Reserve System, the contracting agencies will, to the extent practicable, specify general criteria or standard maximums which may be employed in typical classes of cases.

#### T-LOAN GUARANTEE AGREEMENT

No. -----

The ----- (herein called "Guarantor"), acting through the Federal Reserve Bank of ----- as fiscal agent of the United States (herein called "Reserve Bank"), and the Financing Institution hereby agree as follows:

SECTION 1. Definitions. (A) "Financing Institution" shall mean -----

(B) "Borrower" shall mean -----

(Name)

of ----- (Address)

(C) "The loan" shall mean the financing arrangement between the Financing Institution and the Borrower which is described in Appendix I annexed hereto. In case of any conflict or inconsistency between the provisions of this agreement and the provisions of Appendix I or any other similar instrument, the provisions of this agreement shall control.

(D) "Obligation" shall mean the instrument or instruments evidencing the Borrower's indebtedness under the loan.

(E) "Guaranteed percentage" shall mean -----

SEC. 2. Guarantee as to sharing of losses and expenses. (A) All losses on the loan (i. e., all amounts of principal and interest which are due and unpaid), and all unreimbursed expenses as defined in Paragraph (B) of this section, shall be shared ratably, on the date of settlement, by the Guarantor and the Financing Institution in accordance with the guaranteed and unguaranteed percentages, respectively. All net recoveries after the date of settlement shall be shared on the same basis. The date of settlement shall be the thirtieth (30th) day after the date on which either party, after maturity of the loan, receives from the other party a written request for such settlement, or any other date agreed on by the parties.

(B) Expenses shall mean all reasonable out-of-pocket expenses (including reasonable counsel fees incurred by the Financing Institution or the Reserve Bank prior to but not after any purchase under this agreement) which relate to the enforcement of the loan or the preservation of the collateral and which are incurred during the period of any default in the payment of principal or interest.

SEC. 3. Agreement to purchase. The Guarantor will at any time and from time to time prior to the date of settlement purchase such portion of the obligation as may be demanded in writing by the Financing Institution, by paying to the Financing Institution, on the tenth (10th) day after the receipt by the Reserve Bank of such a demand, the unpaid principal amount of the portion of the obligation to be purchased, as of the date of the

demand, plus all unpaid accrued interest on such amount, with appropriate adjustment for guarantee fees, computed as of the date of purchase; provided that in no event shall the total amount of the portion of the obligation owned by the Guarantor exceed the guaranteed percentage.

SEC. 4. Voluntary purchase by guarantor. The Guarantor may, at any time upon its demand, purchase the guaranteed percentage of the obligation, less any amounts previously purchased under this agreement and not repaid, and shall pay therefor on the basis stated in section 3. In such event, at the option of the Financing Institution or the Guarantor, the Financing Institution shall forthwith transfer possession of the obligation and collateral in the manner provided in section 5.

SEC. 5. Administration of loan and possession of obligation and collateral. (A) The Financing Institution shall administer the loan until it transfers possession of the obligation and collateral to the Reserve Bank as provided below, and thereafter the Guarantor shall administer the loan. Whenever the Guarantor purchases any part of the obligation, the Financing Institution shall forthwith deliver to the Reserve Bank a certificate evidencing the Guarantor's ownership interest in the obligation and collateral. In any such case, however, upon written demand by the Reserve Bank, the Financing Institution shall forthwith transfer to the Reserve Bank, without recourse or warranty except as to the genuineness of the Borrower's signature to any instrument, such possession of, title to, and rights to enforce the obligation and all collateral therefor as it may have. Thereupon the Reserve Bank shall issue to the Financing Institution a certificate evidencing the Financing Institution's ownership interest in the obligation and collateral. Either party administering the loan may (1) release and dispose of collateral and proceeds thereof, and permit substitution therefor, all in accordance with the terms of the loan, and (2) after five days' written notice to the other party, bring any action to enforce the loan.

(B) Nothing in this agreement shall prevent the Financing Institution from transferring the obligation as collateral for advances by a Federal Reserve Bank.

SEC. 6. Ratable application of collections. All amounts at any time paid or credited on the obligation, from whatever sources realized, shall be applied ratably for the benefit of the Financing Institution and the Guarantor according to their respective ownership interests in the obligation. Except as may be provided in the loan, the Financing Institution shall not be required to credit on the obligation the proceeds of any banker's lien or right of set-off with respect to funds of the Borrower (exclusive of proceeds of contracts on Exhibit C to Appendix I) or of other assets, to the extent that the Financing Institution has provided that such lien, right of set-off or other assets shall be security for other indebtedness of the Borrower to it.

SEC. 7. Fees payable to guarantor. The Financing Institution shall pay to the Reserve Bank at the end of each monthly or quarterly period, as fixed by the Reserve Bank, an amount equal to ----- percent of any interest payable by the Borrower on the average daily amounts of that part of the unpaid principal of the obligation which the Guarantor was obligated during such period to purchase upon demand of the Financing Institution.

SEC. 8. Effect of violation of agreement. (A) If the Financing Institution shall violate, or fail to comply with, any of the terms of this agreement or any of the terms or condi-



tions of the loan or shall through gross negligence make a material misrepresentation of fact in the application therefor, or in anything constituting a part of the application, it shall become liable to the Guarantor in an amount equal to the damages sustained by the latter by virtue of such violation, failure to comply, or misrepresentation; but the Guarantor shall not be relieved by such violation, failure to comply, or misrepresentation from any of its obligations to the Financing Institution under this agreement.

(B) In the absence of gross negligence on the part of the Financing Institution, (1) no invalidity or ineffectiveness of any collateral or of any assignment thereof accepted by the Financing Institution, and (2) no action or omission to act on the part of the Financing Institution in reliance on a statement or certificate signed by an appropriate officer or member of the Borrower with respect to the financial condition, business or operations of the Borrower, shall constitute a violation of, or failure to comply with, any of the terms of this agreement or any of the terms or conditions of the loan on the part of the Financing Institution. No invalidity of any provision of the loan arising from statute or decision of any court shall in any way relieve the Guarantor hereunder.

SEC. 9. *Officials not to benefit.* No member or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on their behalf by their duly authorized agents this \_\_\_\_ day of \_\_\_\_\_, 194\_\_.

[SEAL]

(Guarantor)

By Federal Reserve Bank of \_\_\_\_\_ as  
Fiscal Agent of the United States

By \_\_\_\_\_

(Name)

(Title)

(Financing Institution)

(Name)

(Title)

ATTEST:

(Name)

(Title)

#### APPENDIX I—TERMINATION LOAN AGREEMENT UNDER GUARANTEE AGREEMENT NO. \_\_\_\_\_

(herein called "Financing Institution") will grant credit to \_\_\_\_\_

of \_\_\_\_\_ (herein called "Borrower"), up to a maximum principal amount of \$\_\_\_\_\_ at any one time outstanding, by lending to the Borrower at any time and from time to time on promissory notes in the form annexed hereto as Exhibit A and in accordance with the terms and conditions of this agreement.

1. *Definitions.* All terms defined in the Contract Settlement Act of 1944 and in the Guarantee Agreement shall have the same meaning when used in this agreement. "Terminated war contract" shall mean a war contract, in its entirety, which has been terminated in whole or in part. "The Contracts" shall mean such terminated war contracts, if any, as may now be listed on Exhibit C annexed, and as the Borrower may

from time to time add thereto by supplement approved by the Financing Institution.

2. *Maturity.* The loan shall mature thirty (30) days after final payment of the amounts due, upon final and conclusive settlement, on the war contracts of the Borrower or upon \_\_\_\_\_, 194\_\_, whichever is earlier, and all notes issued hereunder shall thereupon become due and payable. If any note of shorter maturity is issued, the Borrower may from time to time until the maturity of the loan again borrow hereunder the unpaid amount of such note, subject to the provisions of paragraph 6 hereof. The Borrower may at any time by written notice reduce the maximum principal amount of the loan in multiples of \$\_\_\_\_\_.

3. *Interest.* The Borrower shall pay interest as prescribed in Exhibit A.

4. *Commitment fee and expenses.* The Borrower shall pay quarterly a commitment fee at the rate of \_\_\_\_\_% per annum on the average daily unused balance of the maximum principal amount of the loan. The Borrower shall reimburse the Financing Institution for reasonable out-of-pocket expenses incurred in connection with the loan and the application therefor.

5. *Collateral.* Prior to or contemporaneously with any borrowing hereunder, the Borrower, except and to the extent that the Financing Institution otherwise agrees in writing, will assign to the Financing Institution as security for the loan all moneys due and to become due on the Contracts. At any time upon request of the Financing Institution or the Guarantor, the Borrower will furnish additional security by assigning to the Financing Institution the moneys due and to become due on any or all of its terminated war contracts which by using its best efforts the Borrower can assign and which have not been previously assigned hereunder. All proceeds of assignments made hereunder and of any other collateral taken by the Financing Institution for the loan shall be applied to the indebtedness under the loan. Except to secure borrowings hereunder, except as provided in Exhibit D, and except to secure partial payments made to the Borrower by any contracting agency, the Borrower will not (a) assign, or suffer to remain assigned, moneys due or to become due on any of the Contracts, or (b) mortgage, pledge, or otherwise encumber, or suffer to remain encumbered for more than \_\_\_\_\_ days, any inventory allocable to the Contracts.

6. *Conditions of borrowing.* The Financing Institution shall not be required to make any advance hereunder (a) unless the Borrower furnishes to the Financing Institution a loan formula certificate in the form annexed hereto as Exhibit B, dated not more than \_\_\_\_\_ days before the date of the proposed borrowing, which shows a borrowing base, calculated in accordance with the percentages therein specified, of not less than the amount that will be outstanding after the proposed borrowing, or (b) if any event exists which constitutes or which, except for notice or lapse of time or both, would constitute a default specified in this agreement, or (c) to the extent that the Financing Institution has reason to believe that the borrowing base stated in the loan formula certificate is substantially overstated in value and has so notified the Borrower in writing, provided that the Financing Institution may rely upon the borrowing base shown in the loan formula certificate.

7. *Reports.* The Borrower shall maintain proper records and accounts, permit such inspection thereof, and furnish such statements and reports, including audit reports, as the Financing Institution or the Guarantor may from time to time reasonably request. In any event, within three (3) months after the initial borrowing and not less than quarterly thereafter the Borrower shall furnish to the Financing Institution

periodic reports in triplicate made up as follows:

(a) A balance sheet, certified by an appropriate officer or member of the Borrower, as of a date not more than \_\_\_\_\_ days prior to the date of furnishing the report.

(b) A loan formula certificate in the form of Exhibit B, dated not more than \_\_\_\_\_ days before the date of furnishing the report, unless such a certificate has been furnished within thirty (30) days before such date.

(c) A statement of the nature, amounts, and dates of all payments on any assigned terminated war contracts and on the Contracts, whether or not assigned, in cash or by offset or otherwise (except any offset theretofore deducted in any loan formula certificate) between the date of the initial borrowing or the last date covered by the last report, whichever is later, and a date not more than fifteen (15) days prior to the date of such a statement. Payments shall be deemed to include the proceeds of collateral taken for the loan, or proceeds of, or specific credit with respect to, any sale, retention or other disposition of inventory allocable to such contracts, approved or authorized by the proper authority, and the cost or proceeds, whichever is greater, of any such inventory which the Borrower has definitively elected to retain without specific credit therefor.

8. *Reduction of notes.* The Borrower shall pay down the unpaid principal amount of the notes by an amount equal to: (a) All payments, as described in Paragraph 7 (c), within three (3) days from the date of any such payment or within such further time as the Financing Institution may prescribe; and (b) any excess of outstanding borrowings over the borrowing base shown in the most recent loan formula certificate, upon the date of furnishing such certificate: *Provided, That,* while the Financing Institution may rely upon the borrowing base shown in such certificate, such borrowing base shall be decreased to the extent that the Financing Institution or the Guarantor has reason to believe that it is substantially overstated in value and has so notified the Borrower in writing, in which event the Borrower shall pay, in addition, an amount equal to any excess resulting from such decrease, within ten (10) days after the mailing of such notice.

9. *Maintenance of working capital.* The Borrower shall maintain net current assets, as determined in accordance with generally accepted principles of accounting and including in current liabilities all borrowings outstanding hereunder, of not less than \$\_\_\_\_\_.

10. *Insurance.* The Borrower shall maintain insurance on its property in such amounts and against such risks as is customarily maintained by similar businesses operating in the same vicinity.

11. *Other provisions.* The parties hereto agree to any additional provisions appearing in Exhibit D annexed.

12. *Events of default.* The occurrence of any one of the following events shall constitute a default hereunder:

(a) Any statement, representation, warranty, certificate, schedule or report furnished by the Borrower in connection with the loan shall prove to have been materially false at the date thereof.

(b) Nonpayment of the principal of any of the notes outstanding hereunder when due; or nonpayment of interest or any commitment fee within ten (10) days after the due date thereof.

(c) Breach by the Borrower of any other provision of this agreement.

(d) The Borrower shall be adjudicated a bankrupt or a trustee or a receiver shall be appointed for the Borrower or of a substantial part of its property in any involuntary proceeding, or any court shall have taken jurisdiction of the property of the Borrower



or of a substantial part thereof in any involuntary proceeding for the reorganization, dissolution, liquidation or winding up of the Borrower, and such trustee or receiver shall not be discharged or such jurisdiction relinquished or vacated or stayed on appeal or otherwise stayed within thirty (30) days, or the Borrower shall file a petition or answer, not denying jurisdiction, in voluntary bankruptcy or under Chapter X or Chapter XI of the Federal Bankruptcy Act or any similar law, State or Federal, whether now or hereafter existing, or such a petition filed against the Borrower shall be approved and not vacated or stayed within thirty (30) days, or shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, or shall consent to the appointment of a receiver or trustee or liquidator of all of its property or a substantial part thereof, or shall have failed within thirty (30) days to bond or otherwise discharge any attachment or to pay any judgment which is unstayed on appeal.

If there shall occur any default as defined in item (a) above or if there shall occur and be continuing any default as defined in items (b) or (c) above, then upon the election of the Financing Institution or the Guarantor, evidenced by written notice to the Borrower, or if there shall occur any default as defined in item (d) above, then forthwith and without any election, the obligation, if any, of the Financing Institution to extend further credit shall terminate and all notes outstanding hereunder shall become due and payable without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf by their duly authorized agents, this \_\_\_\_ day of \_\_\_\_\_, 194\_\_\_\_.

By \_\_\_\_\_  
(Borrower)  
(Name)  
(Title)  
(Financing Institution)  
By \_\_\_\_\_  
(Name)  
(Title)

## EXHIBIT A—FORM OF NOTE

Place \_\_\_\_\_  
Date \_\_\_\_\_, 194\_\_\_\_  
On or before \_\_\_\_\_, 194\_\_\_\_, for value received, \_\_\_\_\_ hereby promises to pay to the order of \_\_\_\_\_ (Financing Institution) at \_\_\_\_\_ (Address) the principal sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) in lawful money of the United States, and to pay interest thereon from the date hereof at the rate of \_\_\_\_\_ percent per annum, prior to maturity, payable on the \_\_\_\_\_ day of each \_\_\_\_\_ and after maturity by acceleration or otherwise at the rate of \_\_\_\_\_ percent per annum.

This note evidences a borrowing made under and is subject to the terms of a Loan Agreement dated \_\_\_\_\_, 194\_\_\_\_, between the undersigned and the payee hereof.

By \_\_\_\_\_  
(Name)  
(Title)

## EXHIBIT B—LOAN FORMULA CERTIFICATE

Pursuant to the Loan Agreement between the undersigned and \_\_\_\_\_, dated \_\_\_\_\_, 194\_\_\_\_, the undersigned hereby certifies to the best of its knowledge and belief as follows:

1. (a) Principal amount of borrowings now outstanding \$\_\_\_\_\_  
(b) Principal amount of proposed borrowing, less outstanding borrowings to be refunded \$\_\_\_\_\_  
Total \$\_\_\_\_\_

2. The following amounts have been calculated as of \_\_\_\_\_, 1944 (not more than 30 days prior to the date of this certificate) with respect to terminated war contracts listed on or added to Exhibit C, in accordance with accepted principles of accounting and without duplications:

(a) \_\_\_\_\_% of accounts receivable from Governmental contracting agencies aggregating not less than \$\_\_\_\_\_ \$\_\_\_\_\_  
(b) \_\_\_\_\_% of accounts receivable from others aggregating not less than \$\_\_\_\_\_ \$\_\_\_\_\_  
(c) \_\_\_\_\_% of reimbursable expenditures for inventory, including only direct labor, costs of materials, and manufacturing and administrative overhead aggregating not less than \$\_\_\_\_\_ \$\_\_\_\_\_  
(d) \_\_\_\_\_% of reimbursable amounts for subcontract settlements paid or to be paid concurrently from any new borrowing for which this certificate is furnished aggregating not less than \$\_\_\_\_\_ \$\_\_\_\_\_  
Total \$\_\_\_\_\_

Less—

(aa) Unliquidated advance payments, progress and partial payments, and any other offsets, and any amounts included in (a), (b), (c), or (d) above which have been disallowed by the contracting agency \$\_\_\_\_\_  
Borrowing base \$\_\_\_\_\_

3. No amount is included in (a), (b), (c), or (d) above with respect to any item on which a termination claim can be based which exceeds the amount of such item in the Borrower's most recent termination claim, if any has been filed. There has been no change in the amount stated in Paragraph 2 since the date therein specified which would materially decrease the borrowing base.

4. No event exists which constitutes, or which except for notice or lapse of time or both would constitute, a default specified in the Loan Agreement.

Dated: \_\_\_\_\_, 194\_\_\_\_.

(Borrower)

By \_\_\_\_\_  
(Name) (Title)

## EXHIBIT C—TERMINATED WAR CONTRACTS

The Borrower certifies that, to the best of its knowledge and belief, the following are terminated war contracts as defined in the loan agreement between \_\_\_\_\_ and \_\_\_\_\_ dated \_\_\_\_\_, 194\_\_\_\_:

Contract or order No.	Date of contract or order	Name of other contracting party	Date of notice of termination	Estimated amount of termination claim	End use of product

Dated: \_\_\_\_\_, 194\_\_\_\_.

(Borrower)

By \_\_\_\_\_  
(Name) (Title)

## EXHIBIT D—OTHER PROVISIONS OF LOAN AGREEMENT

(See Paragraph 11 of Loan Agreement)

## EXPLANATORY NOTES APPROVED BY THE DIRECTOR OF CONTRACT SETTLEMENT WITH RESPECT TO STANDARD FORMS OF T-LOAN GUARANTEE AGREEMENT AND TERMINATION LOAN AGREEMENT

## GUARANTEE AGREEMENT

## Opening Paragraph

(1) The guarantee agreement is issued pursuant to the authority contained in the Contract Settlement Act of 1944, the First War Powers Act, 1941, Executive Order 9112, the Act of June 11, 1942 (56 Stat. 351), and other pertinent provisions of law. No changes in the guarantee agreement will be permitted except in the most unusual cases and then only with the concurrence of the Board of Governors of the Federal Reserve System.

(2) Pursuant to section 10 (a) (1) of the Contract Settlement Act of 1944, the Guar-

antor in its authorization or through its local representative will notify the Federal Reserve Bank in writing that the Borrower is or has been engaged in performing an operation deemed by the Guarantor to be connected with or related to war production.

## Section 1 (A)

(3) If one Financing Institution is authorized, as agent for a number of participants, to execute a guarantee agreement in their behalf, the participants should be referred to as "each bank, trust company or other financing institution which is or shall be a party to the loan described in Appendix I annexed hereto" or by some other appropriate reference showing the several nature of the agreement.

## Section 1 (C)

(4) Since the guarantee agreement covers only the loan described in Appendix I, any material alteration in the terms of the loan should be made only with the written consent of the Guarantor in order that the loan, as altered, will be covered by the guarantee.



## Section 1 (E)

(5) The requested percentage of guarantee will not ordinarily be questioned by the Federal Reserve Bank or the Guarantor if it does not exceed 90 per cent.

## Section 2 (B)

(6) Counsel fees incurred by the Financing Institution after a purchase cannot be shared by the Guarantor because of the provisions of 5 U. S. C. 314.

## Section 3

(7) It is contemplated that a purchase made by the Guarantor under this section shall be for cash. However, if the Guarantor owns an interest in any obligation which has been issued under a revolving credit arrangement, and if, at or before the maturity of such obligation, the Reserve Bank receives written demand from the Financing Institution for the purchase of the same or a lesser amount of a new obligation to be issued in place of such maturing obligation, the payment for the portion of the new obligation purchased pursuant to such demand will be made by the Guarantor by surrendering, at or before maturity, its interest in the maturing obligation, in the amount of the demand by the Financing Institution and without regard to the ten-day period specified in this section.

## Section 5 (A)

(8) Under the first sentence the Guarantor may, after a purchase and transfer, administer the loan either directly or through the agency of the Reserve Bank. It is contemplated that such administration will usually be conducted by the Reserve Bank.

## Section 6

(9) All amounts paid or credited on the obligation after the date of the demand by the Financing Institution or the Guarantor, as the case may be, for a purchase under this agreement and prior to the date of such purchase will be applied, as provided in this section, according to the respective interests of the Guarantor and the Financing Institution as such interests exist immediately after the purchase.

(10) Subject to any special provision which may be contained in Exhibit D, the Financing Institution may make other loans to the Borrower for the purpose of financing war production or reconversion to civilian business or for other purposes, provided the proceeds of the Contracts (as the term "the Contracts" is defined in Paragraph 1 of Appendix I) or inventory allocable to the Contracts are not pledged as security for such loan. The Financing Institution as security for the side loan may take other collateral and provide that the side loan shall not be required to share with the guaranteed loan any banker's lien or right of setoff with respect to funds of the Borrower, exclusive of proceeds of the Contracts, on general deposit with the Financing Institution or specifically pledged as security for such side loan.

## Section 7

(11) A schedule of guarantee fees will be prescribed by the Board of Governors of the Federal Reserve System with the concurrence of the Director of Contract Settlement.

## Section 8

(12) The word "certificate" in Paragraph (B) (2) includes any certificate furnished by the Borrower in connection with the loan formula.

## General

(13) Whenever a number of days is specified in the Guarantee Agreement or in the Loan Agreement the word "days" shall be deemed to mean calendar days.

## LOAN AGREEMENT

## Opening Paragraph

(14) If the Borrower and the Financing Institution have agreed upon a non-firm commitment, the words "in its sole discretion" may be inserted before the word "grant". The second sentence of Paragraph 2 applies even in the case of a non-firm commitment and in such a case no figure should be inserted in Paragraph 4.

(15) In the case of a straight loan, the words "at any one time outstanding", should be stricken out.

(16) The note to be used should contain the provisions which appear in the form annexed as Exhibit A to the standard loan agreement, with the blanks appropriately filled in, and may contain such additional provisions, not inconsistent therewith or with the terms of the loan agreement, as the Financing Institution and the Borrower may agree. The note may, for example, contain provisions for sale of collateral in the event of default, allowance for attorneys' fees, etc.

## Paragraph 1

(17) The following terms are defined in Section 3 of the Contract Settlement Act of 1944:

"(a) The term 'prime contract' means any contract, agreement, or purchase order heretofore or hereafter entered into by a contracting agency and connected with or related to the prosecution of the war; and the term 'prime contractor' means any holder of one or more prime contracts.

"(b) The term 'subcontract' means any contract, agreement, or purchase order heretofore or hereafter entered into to perform all or any part of the work, or to make or furnish any material to the extent that such material is required for the performance of any one or more prime contracts or of any one or more other subcontractors; and the term 'subcontractor' means any holder of one or more subcontractors.

"(c) The term 'war contract' means a prime contract or a subcontract; and the term 'war contractor' means any holder of one or more war contracts.

"(d) The terms 'termination', 'terminate', and 'terminated' refer to the termination or cancellation, in whole or in part, of work under a prime contract for the convenience or at the option of the Government (except for default of the prime contractor) or of work under a subcontract for any reason except the default of the subcontractor.

"(g) The term 'contracting agency' means any Government agency which has been or hereafter may be authorized to make contracts pursuant to section 201 of the First War Powers Act, 1941, and includes the Reconstruction Finance Corporation and any corporation organized pursuant to the Reconstruction Finance Corporation Act (47 Stat. 5), as amended, the Smaller War Plants Corporation, and the War Production Board.

"(h) The term 'termination claim' means any claim or demand, by a war contractor for fair compensation for the termination of any war contract and any other claim under a terminated war contract, which regulations prescribed under this Act authorize to be asserted and settled in connection with any termination settlement.

"(m) The term 'final and conclusive,' as applied to any settlement, finding, or decision, means that such settlement, finding, or decision shall not be reopened, annulled, modified, set aside, or disregarded by any officer, employee, or agent of the United States or in any suit, action, or proceeding except as provided in this Act."

With respect to the definition contained in paragraph (g) above, the Director of Con-

tract Settlement will from time to time issue a list of "contracting agencies" indicating those which are currently guaranteeing loans under this Act through the agency of the Federal Reserve Banks.

(18) It will be noted that the definition of "terminated war contract" contained in Paragraph 1 of the loan agreement is broad enough to permit borrowings against receivables and inventory under that part of a partially cancelled contract still remaining to be performed; that under Paragraph 5 assignment of all moneys due and to become due under the entire contract may be required; and that the provisions of Paragraphs 7 (c) and 8 apply to all payments under the contract.

(19) Current Commitments on Uncancelled Contracts: If the Financing Institution and the Borrower desire to enter into a firm commitment for the financing of non-terminated contracts existing on the date of execution of the loan agreement when and if such contracts become terminated, a provision may be added to Exhibit D listing such nonterminated war contracts with an agreement by the Financing Institution that such contracts may, upon termination, be added to Exhibit C without further approval.

The addition of terminated war contracts to Exhibit C shall be made by serially numbered supplements filed in 5 copies with the Financing Institution. The supplements shall be in the same form as Exhibit C with the following added at the lower left hand corner thereof:

Approved: \_\_\_\_\_ 194—

(Financing Institution)

By \_\_\_\_\_  
(Name) (Title)

If the Financing Institution approves of a supplement, it shall sign all copies, retain one for its files, return one to the Borrower, and send the other three copies to the Reserve Bank.

(20) Since the termination loan agreement is designed primarily to finance termination claims rather than production, the Financing Institution may find it advisable to decline to permit inclusion in Exhibit C of contracts which have been terminated only to a minor extent when the effect of their inclusion would probably be to make the proposed borrowing in substantial part a loan for production purposes.

The Financing Institution may refuse to permit addition to the list of terminated war contracts contained in Exhibit C of such contracts as are by their terms not assignable, or may require as a condition of the addition of such contracts as to the list that the Borrower obtain an appropriate amendment permitting such assignment. It should be noted that prime contracts providing for payments aggregating less than \$1,000 are not assignable under the Assignment of Claims Act of 1940.

## Paragraph 2

(21) The notes may be made payable on demand, or may be 90-day notes, or may have such other maturity, not more than three years after the date of the agreement, as the Financing Institution and the Borrower may agree.

(22) Irrespective of whether or not the Financing Institution is under an obligation under the terms of the agreement to extend further credit, the second sentence of Paragraph 2 is intended to give the Borrower the right to borrow again, from time to time, up to the amount of the notes which have been given in consideration of the loan until the final maturity date inserted in Paragraph 2 or until the notes are finally paid pursuant to Paragraph 8 or otherwise, whichever first occurs.



## Paragraph 3

(23) The maximum interest rate, as prescribed by the Board of Governors of the Federal Reserve System with the concurrence of the Director, is 5 per cent per annum simple interest, and interest may not be charged at a greater rate either before or after maturity.

## Paragraph 4

(24) The maximum commitment fee, as prescribed by the Board of Governors of the Federal Reserve System with the concurrence of the Director, is \_\_\_\_ of 1 per cent per annum, and, accordingly, the commitment fee, if any is charged, may not exceed this rate.

(25) No termination fee, service fee, or other fee of a similar character, except charges covering out-of-pocket expenses of a financing institution, may be charged.

(26) Out-of-pocket expenses do not include any overhead expenses.

## Paragraph 5

(27) The obligation imposed upon the Borrower to make assignments includes the obligation to execute such documents and take such action in connection therewith as the Financing Institution may reasonably require including, in the case of subcontracts, the giving of such notice to the purchasers as may be necessary to perfect the assignments.

(28) The extent to which assignments should be required prior to or contemporaneously with any borrowing under the first sentence of this Paragraph will depend upon the credit standing of the Borrower and upon the practical problems of assignment which may exist in a particular case. The Financing Institution may, by an appropriate writing, agree to except specific contracts from the requirement of assignment, in which case notice of the contracts so excepted should be given to the Reserve Bank. The Financing Institution may also provide in Exhibit D for a general exception. For example, Exhibit D may provide that contracts on Exhibit C as to which the "Estimated Amount of Termination Claim" is less than \$\_\_\_\_\_ need not be assigned unless subsequently requested by the Financing Institution or the Guarantor. If such a provision is included in Exhibit D, the dollar amount of contracts so excluded may, if the Borrower's credit is strong enough to warrant, be made sufficiently high so that Paragraph 5 will in effect merely constitute a covenant to assign upon request of the Financing Institution or the Guarantor.

(29) In the case of a weak credit, the Financing Institution should include, in Exhibit D, a covenant reading substantially as follows:

"At any time upon request of the Financing Institution or the Guarantor, the Borrower will pledge or mortgage as further security for the loan all or any inventory applicable to the Contracts."

Any pledge pursuant to such a covenant should contain a provision for release of inventory so pledged to the extent of payment to the Financing Institution of the cost or proceeds thereof, as the case may be, in accordance with the terms of Paragraph 8 of the loan agreement.

(30) Under the last sentence of this Paragraph, the Financing Institution and the Borrower in suitable cases may agree to a provision in Exhibit D permitting the existence of liens to secure advance payments.

(31) The number of days during which an encumbrance may be permitted to remain on inventory of the Borrower without creating a default, which is to be inserted in the last sentence of this Paragraph, will depend primarily upon the credit standing of the Borrower.

## Paragraph 6

(32) In the event of a serious dispute between the Financing Institution and the

Borrower as to whether the borrowing base is substantially overstated in value, for the purposes of this Paragraph or of Paragraph 8, the parties may, if they mutually desire, request the Guarantor to consider the matter.

## Paragraph 7

(33) The Financing Institution may, for example, deem it desirable to require under the first sentence of this Paragraph the furnishing of profit and loss statements, an analysis of surplus, data as to claims under the Borrower's terminated war contracts, and statements as to the insurance required to be maintained by the Borrower under Paragraph 10.

(34) One copy of each of the statements to be furnished under subparagraphs (a), (b) and (c) may be retained by the Financing Institution, and two copies should be forwarded to the Reserve Bank, which will retain one copy and forward the other to the Guarantor or such person as the Guarantor may designate.

(35) Under the definition of payments, a number of different situations are contemplated:

(a) There may be a sale of inventory specifically approved or authorized by the proper authority. In such case, the payment will be the amount of the proceeds; the date of payment will be the date of receipt of the proceeds by the Borrower.

(b) There may be a retention of inventory approved or authorized by the proper authority with a specific credit allowed on any claim filed. In such case, the payment will be the amount of the credit allowed; the date of payment will be the date of the allowance of the credit.

(c) There may be a sale of inventory approved or authorized by the proper authority under a blanket authority to dispose of inventory at not less than cost or at not less than a stated percentage of cost. In such case, the amount of the payment will be the amount of the proceeds; the date of payment will be the date the proceeds of the sale are received by the Borrower.

(d) There may be a definitive election to retain inventory not approved or authorized by the proper authority with a specific credit against the Borrower's claim where claim has been filed or against his potential claim where none has been filed. Such a definitive election to retain occurs when the Borrower relinquishes the right to include the cost of such inventory in his claim and may be evidenced by written notice to the proper authority, by sale of the inventory without specific credit, by incorporation of inventory in civilian products, or by other means. In such case, the amount of the payment will be the cost of the inventory or, if the act of election is a sale, the proceeds of the sale if that is greater than cost; the date of payment will be the date when the definitive act of election was made.

In the case of a prime contract the "proper authority" to approve or authorize dispositions or retentions of property is the contracting agency. In the case of subcontracts the "proper authority" may be the purchaser or the contracting agency or both depending on the circumstances and the applicable regulations. The word "cost" refers to the Borrower's costs or expenditures used in computing the borrowing base.

## Paragraph 8

(36) The Government does not undertake responsibility for assisting in the financing of civilian inventory under the provisions of the Contract Settlement Act of 1944. Therefore, the Financing Institution, if it prescribes a period in excess of three days, should prescribe a reasonably short period within which the payments required by Paragraph 8 are to be made. The Financing Institution may prescribe different periods for payments arising out of the several classes of events upon the happening of which pay-

ments are required to be made, and may prescribe a period of grace for small payments. If the credit of the Borrower is not strong, prompt payment should be required, particularly in the event of inventory retention.

(37) If either the Financing Institution or the Guarantor notifies the Borrower of an overstatement pursuant to clause (b) of Paragraph 8, it should forthwith notify the other party to the Guarantee Agreement.

## Paragraph 9

(38) If the Borrower has subsidiaries and if it is desired to use consolidated net current assets as a basis, this should be specified in Exhibit D. In this event, consideration should be given to whether or not any restrictions imposed upon the parent should also be applied to the subsidiaries.

## Paragraph 11

(39) The standard form of loan agreement is designed for use in connection with a straight loan or a revolving credit, a firm commitment or a loan under which the Financing Institution is not obligated to extend further credit, a single bank credit arrangement, or a multi-bank credit arrangement, and for a strong credit or a weak credit. It is recognized that the Financing Institution and the Borrower may wish to add in Exhibit D further provisions appropriate for the particular financing arrangement between them.

(40) Conditions other than those required under Appendix I will be prescribed by the Guarantor or the Federal Reserve Bank only in exceptional circumstances and when they are clearly necessary to protect the Government's interest; but it is expected that the Financing Institution, in the case of a weak credit, will ordinarily insist upon the inclusion of the provision quoted in Explanatory Note (29). Additional conditions for inclusion in Exhibit D may be agreed upon by the Borrower and the Financing Institution and, if not unreasonable or inconsistent with the standard termination loan agreement, such conditions will not be objected to by the Guarantor or the Reserve Bank.

(41) The Guarantor will have no objection to the insertion of a provision requiring the Borrower to apply first to the Financing Institution before obtaining any other loans. The Financing Institution may also insert an additional provision prohibiting other borrowings, without the consent of the Financing Institution, or placing a ceiling thereon.

(42) In order that additional terms may be clearly distinguished from the provisions of the standard form, all such additional terms should be set forth in Exhibit D or in a rider attached thereto.

(43) In any case where either the Financing Institution or the Guarantor exercises its option under the Loan Agreement to terminate the credit and accelerate the notes, it should forthwith notify the other party to the Guarantee Agreement.

## Exhibit B—Paragraph 2

(44) In general, the percentages in the loan formula certificate agreed upon by the Financing Institution and the Borrower will not be questioned by the Federal Reserve Bank or the Guarantor.

(45) If a breakdown between manufacturing and administrative overhead is available, it should be furnished by the Borrower, and in this case the words "and administrative" may be omitted from item (c) and an additional item relating solely to administrative overhead may be added. Similarly, where circumstances warrant, there may also be added a separate item relating to other reimbursable expenditures, provided that a breakdown of such item is furnished and approved. In any of the above cases, the additional items will be



lettered (e), (f), etc. If a further breakdown of expenditures is desired, as between fixed-priced and cost-plus-a-fixed-fee contracts or as between prime contracts and subcontracts or as between approved and unapproved subcontract settlements, this may be accomplished by similar procedure.

(46) With reference to (aa), amounts "disallowed by the contracting agency" include any part of a termination claim disallowed pursuant to Section 13 of the Act regardless of whether the Borrower has taken an appeal, except to the extent that such appeal is sustained.

#### Exhibit B—Paragraph 3

(47) It is expected that in all cases the Borrower will exercise due diligence in filing termination claims as promptly as possible. Due to the widely varying factors involved, such as the number of Borrowers cancelled contracts and the relative simplicity or complexity of preparing his claims, it is not deemed feasible to prescribe any uniform time within which claims must be filed. However, where the Financing Institution and the Borrower can agree in advance upon a reasonable time for filing claims, they can of course provide for such a limitation in Exhibit D.

(Contract Settlement Act of 1944, approved July 1, 1944 (58 Stat. 649))

ROBERT H. HINCKLEY,  
Director.

[F. R. Doc. 44-12794; Filed, August 23, 1944;  
10:01 a. m.]

#### TITLE 34—NAVY

##### Chapter I—Department of the Navy

#### PROCEDURE FOR GUARANTEEING CONTRACT TERMINATION LOANS

CROSS REFERENCE: For interim financing regulations of the Office of Contract Settlement see Title 32, Chapter XX, *supra*.

#### TITLE 46—SHIPPING

##### Chapter II—United States Maritime Commission

#### PROCEDURE FOR GUARANTEEING CONTRACT TERMINATION LOANS

CROSS REFERENCE: For interim financing regulations of the Office of Contract Settlement see Title 32, Chapter XX, *supra*.

#### TITLE 50—WILDLIFE

##### Chapter IV—Office of the Coordinator of Fisheries

[Order 1925, Amdt. 1]

#### PART 401—PRODUCTION OF FISHERY COMMODITIES OR PRODUCTS

##### SALMON CANNING INDUSTRY IN ALASKA

Schedule A in paragraph (c) of Order No. 1925 of the Secretary of the Interior (9 F.R. 2495) as amended, is hereby amended by the Area Coordinator for Alaska, because he deems this amendment reasonable and advisable to secure maximum production with a minimum expenditure of critical materials and services, and because, in his judgment, circumstances do not permit the delay which would otherwise result; the War Manpower Commission by wire dated

June 22, 1944, has approved the labor quotas. The changes made in the schedule are as listed below:

*Prince William Sound.* An additional nucleus plant is listed immediately below "Port Ashton Packing Company" as follows:

Insert in the District and Company column "Scotty's Packing Company" and in the Plants Operating column "Mummy Island"; in the W. M. C. Labor Ceilings column, non-resident "0", residents "10".

*Cook Inlet.* In the District and Company column, the name "Alfred Jones" is amended to read "Homer Spit Packing Company".

Issued this 8th day of July 1944.

RALPH A. FERRANDINI,  
Alaska Area Coordinator.

[F. R. Doc. 44-12797; Filed, August 24, 1944;  
10:06 a. m.]

[Order 1956, Gen. Dir. H-10]

#### PART 401—PRODUCTION OF FISHERY COMMODITIES OR PRODUCTS

##### ALLOCATION OF HALIBUT WITHIN PORTS

Pursuant to Order No. 1956 of the Secretary of the Interior, issued June 13, 1944, (9 F.R. 6780), entitled "Allocation of Halibut Within Ports", which is referred to hereinafter simply as "the order", and to paragraph (j) thereof, and because it is deemed necessary to accomplish the purposes of the order, the following General Direction No. H-10 is issued:

(a) The supervised allocation programs set up heretofore by previous General Directions, as provided for in paragraph (g) of the order, for the delivery of Pacific halibut within the ports of Seattle, Washington, and within Ketchikan, Petersburg, Sitka, Juneau, Pelican City and Wrangell, Alaska, are continued subject to the rules set out herein and extended to the other species included within the order. Allocation schedules showing the percentage of deliveries assigned to each permittee-dealer will be issued for each port, and notice thereof and of any changes necessitated therein, will be given to each permittee in the port concerned. Different schedules will be issued for the different species as necessary in conformity with the provisions of the order, especially paragraph (g) thereof. The rules set out in this General Direction shall apply to these ports and to all other ports in which supervised allocation programs are hereafter set up.

(b) In this and all other General Directions issued under the order, the phrase "landings available for allocation" as referring to any particular species and any particular port, shall be taken to mean the total landings of the species at the port during the season for that species beginning in 1944, plus all landings of the species which, though actually delivered elsewhere, are considered a part of the quota of one of the dealers at the port in question, as provided in General Direction No. H-9 because purchased or arranged at that port; but fish of the species concerned taken incidentally while fishing for other species shall be excluded.

(c) After an allocation schedule is issued and notice thereof given by delivering a copy to each permittee-dealer concerned, no dealer shall, at any time, purchase or receive delivery or arrange for the delivery of any of the species concerned except such

as will keep his total purchases and receipts of the landings available for allocation at the port approximately at the percentage quota assigned to him in such schedule. However, the issuance of such an allocation schedule shall not make any prior purchase a violation of this direction or of the order. Any percentage assigned to a dealer in any such schedule is subject to subsequent reduction reasonably necessary to carry out the purpose of the order.

(d) Nothing in this direction nor in any allocation schedule issued pursuant hereto shall relieve any dealer from the necessity of securing a permit under the order, and no dealer listed in any allocation schedule issued shall receive any deliveries of halibut, nor shall any person deliver halibut to any such dealer, except in accordance with a permit effective at the time of delivery.

(e) This general direction supersedes paragraph (a) of General Direction No. H-1, and General Directions No. H-2, H-3, H-4, H-5, H-6, H-7, and H-8 which are hereby revoked.

Issued this 10th day of August 1944.

V. J. SAMSON,  
Area Coordinator, Area I.

[F. R. Doc. 44-12796; Filed, August 24, 1944;  
10:06 a. m.]

#### Notices

#### TREASURY DEPARTMENT.

Fiscal Service: Bureau of the Public Debt.

[1944 Dept. Circ. 748]

#### 7/8 PERCENT TREASURY CERTIFICATES OF INDEBTEDNESS OF SERIES F-1945

##### OFFERING OF CERTIFICATES

I. *Offering of certificates.* 1. The Secretary of the Treasury, pursuant to the authority of the Second Liberty Bond Act, as amended, invites subscriptions, at par, from the people of the United States for certificates of indebtedness of the United States, designated 7/8 percent Treasury Certificates of Indebtedness of Series F-1945, in exchange for Treasury Certificates of Indebtedness of Series E-1944, maturing September 1, 1944.

II. *Description of certificates.* 1. The certificates will be dated September 1, 1944, and will bear interest from that date at the rate of 7/8 percent per annum, payable semi-annually on March 1 and September 1, 1945. They will mature September 1, 1945, and will not be subject to call for redemption prior to maturity.

2. The income derived from the certificates shall be subject to all Federal taxes, now or hereafter imposed. The certificates shall be subject to estate, inheritance, gift or other excise taxes, whether Federal or State, but shall be exempt from all taxation now or hereafter imposed on the principal or interest thereof by any State, or any of the possessions of the United States, or by any local taxing authority.

3. The certificates will be acceptable to secure deposits of public moneys. They will not be acceptable in payment of taxes.

4. Bearer certificates with interest coupons attached will be issued in de-



nominations of \$1,000, \$5,000, \$10,000, \$100,000 and \$1,000,000. The certificates will not be issued in registered form.

5. The certificates will be subject to the general regulations of the Treasury Department, now or hereafter prescribed, governing United States certificates.

III. *Subscription and allotment.* 1. Subscriptions will be received at the Federal Reserve Banks and Branches and at the Treasury Department, Washington. Banking institutions generally may submit subscriptions for account of customers, but only the Federal Reserve Banks and the Treasury Department are authorized to act as official agencies.

2. The Secretary of the Treasury reserves the right to reject any subscription, in whole or in part, to allot less than the amount of certificates applied for, and to close the books as to any or all subscriptions at any time without notice; and any action he may take in these respects shall be final. Subject to these reservations, all subscriptions will be allotted in full. Allotment notices will be sent out promptly upon allotment.

IV. *Payment.* 1. Payment at par for certificates allotted hereunder must be made on or before September 1, 1944, or on later allotment, and may be made only in Treasury Certificates of Indebtedness of Series E-1944, maturing September 1, 1944, which will be accepted at par, and should accompany the subscription.

V. *General provisions.* 1. As fiscal agents of the United States, Federal Reserve Banks are authorized and requested to receive subscriptions, to make allotments on the basis and up to the amounts indicated by the Secretary of the Treasury to the Federal Reserve Banks of the respective districts, to issue allotment notices, to receive payment for certificates allotted, to make delivery of certificates on full-paid subscriptions allotted, and they may issue interim receipts pending delivery of the definitive certificates.

2. The Secretary of the Treasury may at any time, or from time to time, prescribe supplemental or amendatory rules and regulations governing the offering, which will be communicated promptly to the Federal Reserve Banks.

[SEAL] HENRY MORGENTHAU, Jr.,  
Secretary of the Treasury.

[F. R. Doc. 44-12806; Filed, August 24, 1944;  
10:41 a. m.]

[1944 Dept. Circ. 749]

# 1 PERCENT TREASURY NOTES OF SERIES A-1946

## ADDITIONAL ISSUE

I. *Offering of notes.* 1. The Secretary of the Treasury, pursuant to the authority of the Second Liberty Bond Act, as amended, invites subscriptions, at par, from the people of the United States for notes of the United States, designated 1 percent Treasury Notes of Series A-1946, in exchange for Treasury Notes of Series C-1944, or Treasury Notes of Series D-1944, which mature September 15, 1944. The amount of the offering under this circular will be limited to the amount of such maturing notes tendered and accepted.

II. *Description of notes.* 1. The notes now offered will be an addition to and will form a part of the series of 1 percent Treasury Notes of Series A-1946 issued pursuant to Department Circular No. 671, dated October 23, 1941; will be freely interchangeable therewith; and (with the exception that interest on the notes issued under this circular will accrue from September 15, 1944) are identical in all respects therewith, and, except that the \$1,000,000 denomination will be provided, are described in the following quotation from Department Circular No. 671:

1. The notes will be dated November 1, 1941, and will bear interest from that date at the rate of 1 percent per annum, payable on a semiannual basis on March 15 and September 15 in each year until the principal amount becomes payable. They will mature March 15, 1946, and will not be subject to call for redemption prior to maturity.

2. The income derived from the notes shall be subject to all Federal taxes, now or hereafter imposed. The notes shall be subject to estate, inheritance, gift or other excise taxes, whether Federal or State, but shall be exempt from all taxation now or hereafter imposed on the principal or interest thereof by any State, or any of the possessions of the United States, or by any local taxing authority.

3. The notes will be accepted at par during such time and under such rules and regulations as shall be prescribed or approved by the Secretary of the Treasury in payment of income and profits taxes payable at the maturity of the notes.

4. The notes will be acceptable to secure deposits of public moneys, but will not bear the circulation privilege.

5. Bearer notes with interest coupons attached will be issued in denominations of \$100, \$500, \$1,000, \$5,000, \$10,000 and \$100,000. The notes will not be issued in registered form.

6. The notes will be subject to the general regulations of the Treasury Department, now or hereafter prescribed, governing United States notes.

III. *Subscription and allotment.* 1. Subscriptions will be received at the Federal Reserve Banks and Branches and at the Treasury Department, Washington. Banking institutions generally may submit subscriptions for account of customers, but only the Federal Reserve Banks and the Treasury Department are authorized to act as official agencies.

2. The Secretary of the Treasury reserves the right to reject any subscription, in whole or in part, to allot less than the amount of notes applied for, and to close the books as to any or all subscriptions at any time without notice; and any action he may take in these respects shall be final. Subject to these reservations, all subscriptions will be allotted in full. Allotment notices will be sent out promptly upon allotment.

IV. *Payment.* 1. Payment at par for notes allotted hereunder must be made on or before September 15, 1944, or on later allotment, and may be made only in Treasury Notes of Series C-1944, or in Treasury Notes of Series D-1944, maturing September 15, 1944, which will be accepted at par, and should accompany the subscription.

V. *General provisions.* 1. As fiscal agents of the United States, Federal Reserve Banks are authorized and requested to receive subscriptions, to make allotments on the basis and up to the amounts indicated by the Secretary of the Treas-

ury to the Federal Reserve Banks of the respective districts, to issue allotment notices, to receive payment for notes allotted, to make delivery of notes on full-paid subscriptions allotted, and they may issue interim receipts pending delivery of the definitive notes.

2. The Secretary of the Treasury may at any time, or from time to time, prescribe supplemental or amendatory rules and regulations governing the offering, which will be communicated promptly to the Federal Reserve Banks.

[SEAL] HENRY MORGENTHAU, Jr.,  
Secretary of the Treasury.

[F. R. Doc. 44-12807; Filed, August 24, 1944;  
10:41 a. m.]

## POST OFFICE DEPARTMENT.

[Order No. 25569]

### USE OF PENALTY MAIL PRIVILEGE

### NOTICE TO HOLDERS OF PERMITS TO SUBMIT STATEMENTS

AUGUST 5, 1944.

The third sentence in the fourth paragraph of Order No. 25157 dated June 30, 1944 (9 F. R. 7458) is hereby amended to read as follows:

Each holder of such a permit shall submit with every mailing, or at such intervals and in such manner as may be prescribed by the Comptroller of the Post Office Department, a statement showing the department or agency for which the mailing is made and the number of pieces mailed, as in the case of regular permit matter, and such statements shall be forwarded by postmasters to the Comptroller of the Post Office Department at such intervals as may be fixed by the Comptroller.

[SEAL] FRANK C. WALKER,  
Postmaster General.

[F. R. Doc. 44-12801; Filed, August 24, 1944;  
10:06 a. m.]

## DEPARTMENT OF THE INTERIOR.

### Office of the Secretary.

PHILADELPHIA AND READING COAL AND IRON Co.

[Order 1981]

### DELEGATION OF AUTHORITY

Pursuant to the provisions of Executive Order No. 9469 of August 23, 1944, (*supra*), the Solid Fuels Administrator for War, and the Deputy Solid Fuels Administrator for War subject to such supervision and direction as the Administrator shall from time to time determine, are hereby authorized to exercise any and all power, authority and discretion conferred upon the Secretary of the Interior, with respect to the mining properties referred to in Executive Order No. 9469, to the same extent and with the same effect as the said power, authority and discretion may be exercised directly by the Secretary of the Interior.

ABE FORTAS,  
Acting Secretary of the Interior.

AUGUST 23, 1944.

[F. R. Doc. 44-12830; Filed, August 24, 1944;  
11:53 a. m.]



## Solid Fuels Administration for War.

[Order 1980]

## PHILADELPHIA AND READING COAL AND IRON CO.

## POSSESSION OF COAL MINES TAKEN

AUGUST 23, 1944.

Pursuant to the provisions of Executive Order No. 9469 issued by the President of the United States on August 23, 1944,<sup>1</sup> Government possession is hereby taken, effective forthwith, of each and all of the mines, collieries and preparation facilities of the Philadelphia and Reading Coal and Iron Company in the State of Pennsylvania, and of any and all real and personal property and other assets used in connection with the operation thereof.

The Regulations for the Operation of Coal Mines Under Government Control, as amended (8 F.R. 6655, 10712, 11344, 17339) heretofore issued by the Secretary of the Interior shall be applicable to the properties possession of which is taken by this order, except as may be otherwise directed.

Ralph E. Taggart is hereby, and until further notice, designated Operating Manager for the United States for each and all of the mines, collieries and preparation facilities of the Philadelphia and Reading Coal and Iron Company in the State of Pennsylvania. As Operating Manager for the United States, he is authorized and directed to operate any and all such properties in accordance with the aforementioned Regulations for the Operation of Coal Mines Under Government Control and such further directions as may from time to time be issued, and to do all things necessary and appropriate for the operation of such mines, collieries and facilities, and for the production, distribution and sale of their products.

The Operating Manager for the United States shall forthwith fly the flag of the United States at each such mine, colliery and facility, and shall display conspicuously thereat copies of a poster, reading as follows:

NOTICE: In accordance with the proclamation of the President of the United States, Government possession of the mines, collieries and preparation facilities of this mining company has been taken by Order of the Secretary of the Interior.

HAROLD L. ICKES,  
Secretary of the Interior.

ABE FORTAS,  
Acting Secretary of the Interior.

[F. R. Doc. 44-12829; Filed, August 24, 1944;  
11:53 a. m.]

## DEPARTMENT OF LABOR.

## Wage and Hour Division.

## LEARNER EMPLOYMENT CERTIFICATES

## ISSUANCE TO VARIOUS INDUSTRIES

Notice of issuance of special certificates for the employment of learners under the Fair Labor Standards Act of 1938.

Notice is hereby given that special certificates authorizing the employment

of learners at hourly wages lower than the minimum rate applicable under section 6 of the act are issued under section 14 thereof and Part 522.5 (b) of the regulations issued thereunder (August 16, 1940, 5 F.R. 2862) to the employers listed below effective as of the date specified in each listed item below.

The employment of learners under these certificates is limited to the terms and conditions as designated opposite the employers name. These certificates are issued upon the employers' representations that experienced workers for the learner occupations are not available for employment and that they are actually in need of learners at subminimum rates in order to prevent curtailment of opportunities for employment. The certificates may be cancelled in the manner provided for in the regulations and as indicated on the certificate. Any person aggrieved by the issuance of the certificates may seek a review or reconsideration thereof.

## NAME AND ADDRESS OF FIRM, PRODUCT, NUMBER OF LEARNERS, LEARNING PERIOD, LEARNER WAGE, LEARNER OCCUPATION, EXPIRATION DATE

Kansas Bank Note Company, 5th & Jefferson Streets, Fredonia, Kansas; converted paper products; 4 learners (T); bindery girl, platen press feeder for a learning period of 480 hours at 30 cents per hour for the first 320 hours and 35 cents per hour for the following 160 hours, provided that if any learners are students, combined work and school hours in any one week shall not exceed 48 hours; effective August 29, 1944, expiring August 28, 1945.

Rose Printing Company, Tallahassee, Florida; commercial printing; 4 learners (T); press feeder, bindery workers, compositors for a learning period of 1,000 hours provided, however, that if any learners are students, combined work and school hours in any one week shall not exceed 48 hours at 32 cents for the first 500 hours and 35 cents for the next 500 hours; effective August 21, 1944, expiring August 20, 1945.

Signed at New York, New York, this 22d day of August 1944.

PAULINE C. GILBERT,  
Authorized Representative,  
of the Administrator.

[F. R. Doc. 44-12820; Filed, August 24, 1944;  
11:36 a. m.]

## LEARNER EMPLOYMENT CERTIFICATES

## ISSUANCE TO VARIOUS INDUSTRIES

Notice of issuance of special certificates for the employment of learners under the Fair Labor Standards Act of 1938.

Notice is hereby given that special certificates authorizing the employment of learners at hourly wage rates lower than the minimum wage rate applicable under section 6 of the act are issued under section 14 thereof, Part 522 of the regulations issued thereunder (August 16, 1940, 5 F.R. 2862, and as amended June 25, 1942, 7 F.R. 4725), and the determination and order or regulation listed below and published in the FEDERAL REGISTER as here stated.

Apparel Learner Regulations, September 7, 1940 (5 F.R. 3591), as amended by Administrative Order March 13, 1943 (8 F.R. 3079).

Single Pants, Shirts and Allied Garments, Women's Apparel, Sportswear, Rainwear, Robes and Leather and Sheep-Lined Garments Divisions of the Apparel Industry, Learner Regulations, July 20, 1942 (7 F.R. 4724), as amended by Administrative Order March 13, 1943 (8 F.R. 3079), and Administrative Order June 7, 1943 (8 F.R. 7890).

Artificial Flowers and Feathers Learner Regulations, October 24, 1940 (5 F.R. 4203).

Glove Findings and Determination of February 20, 1940, as amended by Administrative Order September 20, 1940 (5 F.R. 3748), and as further amended by Administrative Order, March 13, 1943 (8 F.R. 3079).

Hosiery Learner Regulations, September 4, 1940 (5 F.R. 3530), as amended by Administrative Order March 13, 1943 (8 F.R. 3079).

Independent Telephone Learner Regulations, July 17, 1944 (9 F.R. 7125).

Knitted Wear Learner Regulations, October 10, 1940 (5 F.R. 3982), as amended by Administrative Order, March 13, 1943 (8 F.R. 3079).

Millinery Learner Regulations, Custom made and Popular Priced, August 29, 1940 (5 F.R. 3392, 3393).

Textile Learner Regulations, May 16, 1941 (6 F.R. 2446), as amended by Administrative Order March 13, 1943 (8 F.R. 3079).

Woolen Learner Regulations, October 30, 1940 (5 F.R. 4302).

Notice of Amended Order for the Employment of Learners in the Cigar Manufacturing Industry, July 20, 1941 (6 F.R. 3753).

The employment of learners under these certificates is limited to the terms and conditions therein contained and to the provisions of the applicable determination and order or regulations cited above. The applicable determination and order or regulations, and the effective and expiration dates of the certificates issued to each employer is listed below. The certificates may be cancelled in the manner provided in the regulations and as indicated in the certificates. Any person aggrieved by the issuance of any of these certificates, may seek a review or reconsideration thereof.

## NAME AND ADDRESS OF FIRM, INDUSTRY, PRODUCT, NUMBER OF LEARNERS AND EFFECTIVE DATES

SINGLE PANTS, SHIRTS, AND ALLIED GARMENTS, WOMEN'S APPAREL, SPORTSWEAR, RAINWEAR, ROBES AND LEATHER AND SHEEP-LINED GARMENTS DIVISIONS OF THE APPAREL INDUSTRY

Lee Manufacturing Company, 247 So. Main Street, Pittston, Pennsylvania; ladies' and children's dresses; 10 percent (T); effective August 23, 1944, expiring August 22, 1945.

Meyersdale Manufacturing Company, Meyersdale, Pennsylvania; Navy and civilian shirts; 50 learners (AT); effective August 17, 1944, expiring February 16, 1945.

Onyx Blouse Company, Inc., 474 North Centre Street, Pottsville, Pennsylvania; boys' and men's polo shirts; 10 learners (T); effective August 19, 1944, expiring August 18, 1945.

Onyx Blouse Company, Inc., Long Avenue, Orwigsburg, Pennsylvania; boys' polo shirts; 10 learners (T); effective August 19, 1944, expiring August 18, 1945.

Onyx Blouse Company, Inc., Valley Street, New Philadelphia, Pennsylvania; boys' polo shirts; 10 learners (T); effective August 19, 1944, expiring August 18, 1945.

## HOSIERY INDUSTRY

Ruby Hosiery Mill, Hickory, North Carolina; men's seamless hosiery; 5 learners (T); effective August 23, 1944, expiring August 22, 1945.

## KNITTED WEAR INDUSTRY

Monroe Mills, Monroeville, Alabama; women's knitted underwear; 5 percent (T);

<sup>1</sup> Supra.



effective August 21, 1944, expiring August 20, 1945.

#### TELEPHONE INDUSTRY

American Telephone Company, Alma, Kansas; to employ learners as commercial switchboard operators at its Alma exchange, located at Alma, Kansas; effective August 15, 1944, expiring August 14, 1945.

American Telephone Company, Baldwin, Kansas; to employ learners as commercial switchboard operators at its Baldwin exchange, located at Baldwin, Kansas; effective August 15, 1944, expiring August 14, 1945.

American Telephone Company, Dighton, Kansas; to employ learners as commercial switchboard operators at its Dighton exchange, located at Dighton, Kansas; effective August 15, 1944, expiring August 14, 1945.

American Telephone Company, Hiawatha, Kansas; to employ learners as commercial switchboard operators at its Hiawatha exchange, located at Hiawatha, Kansas; effective August 15, 1944, expiring August 14, 1945.

American Telephone Company, Hillsboro, Kansas; to employ learners as commercial switchboard operators at its Hillsboro exchange, located at Hillsboro, Kansas; effective August 15, 1944, expiring August 14, 1945.

American Telephone Company, Holton, Kansas; to employ learners as commercial switchboard operators at its Holton exchange, located at Holton, Kansas; effective August 15, 1944, expiring August 14, 1945.

American Telephone Company, Horton, Kansas; to employ learners as commercial switchboard operators at its Horton exchange, located at Horton, Kansas; effective August 15, 1944, expiring August 14, 1945.

American Telephone Company, Osborne, Kansas; to employ learners as commercial switchboard operators at its Osborne, Kansas exchange, located at Osborne, Kansas; effective August 15, 1944, expiring August 14, 1945.

American Telephone Company, Troy, Kansas; to employ learners as commercial switchboard operators at its Troy exchange, located at Troy, Kansas; effective August 15, 1944, expiring August 14, 1945.

American Telephone Company, Valley Falls, Kansas; to employ learners as commercial switchboard operators at its Valley Falls exchange, located at Valley Falls, Kansas; effective August 15, 1944, expiring August 14, 1945.

American Telephone Company, Wakeeney, Kansas; to employ learners as commercial switchboard operators at its Wakeeney exchange, located at Wakeeney, Kansas; effective August 15, 1944, expiring August 14, 1945.

American Telephone Company, Wathena, Kansas; to employ learners as commercial switchboard operators at its Wathena exchange, located at Wathena, Kansas; effective August 15, 1944, expiring August 14, 1945.

Atchison County Telephone Company, Tarkio, Missouri; to employ learners as commercial switchboard operators at its Tarkio exchange, located at Tarkio, Missouri; effective August 19, 1944, expiring August 18, 1945.

Commonwealth Telephone Company, 122 West Washington Avenue, Madison, Wisconsin; to employ 2 learners as commercial switchboard operators for the purpose of abnormal turnover at its Adams exchange, located at Adams, Wisconsin; effective August 19, 1944, expiring August 18, 1945.

Commonwealth Telephone Company, 122 West Washington Avenue, Madison, Wisconsin; to employ 2 learners as commercial switchboard operators for the purpose of abnormal turnover at its Chilton exchange, located at Chilton, Wisconsin; effective August 19, 1944, expiring August 18, 1945.

Commonwealth Telephone Company, 122 West Washington Avenue, Madison, Wisconsin; to employ 2 learners as commercial

switchboard operators for the purpose of abnormal turnover at its Hayward exchange, located at Hayward, Wisconsin; effective August 19, 1944, expiring August 18, 1945.

Commonwealth Telephone Company, 122 West Washington Avenue, Madison, Wisconsin; to employ 2 learners as commercial switchboard operators for the purpose of abnormal turnover at its Oregon exchange, located at Oregon, Wisconsin; effective August 19, 1944, expiring August 18, 1945.

Consolidated Telephone Company, Moultrie, Georgia; to employ learners as commercial switchboard operators at its Moultrie exchange, located at Moultrie, Georgia; effective August 19, 1944, expiring August 18, 1945.

Ellinwood Telephone Exchange, Ellinwood, Kansas; to employ 3 learners as commercial switchboard operators for the purpose of abnormal turnover at its Ellinwood exchange, located at Ellinwood, Kansas; effective August 21, 1944, expiring February 20, 1945.

Gulf States Telephone Company, Athens, Texas; to employ learners as commercial switchboard operators at its Athens exchange, located at Athens, Texas; effective August 18, 1944, expiring August 17, 1945.

Gulf States Telephone Company, Commerce, Texas; to employ learners as commercial switchboard operators at its Commerce exchange, located at Commerce, Texas; effective August 18, 1944, expiring August 17, 1945.

Gulf States Telephone Company, Cooper, Texas; to employ learners as commercial switchboard operators at its Cooper exchange, located at Cooper, Texas; effective August 18, 1944, expiring August 17, 1945.

Gulf States Telephone Company, Gatesville, Texas; to employ learners as commercial switchboard operators at its Gatesville exchange, located at Gatesville, Texas; effective August 18, 1944, expiring August 17, 1945.

Gulf States Telephone Company, Hamilton, Texas; to employ 6 learners as commercial switchboard operators for the purpose of abnormal turnover at its Hamilton exchange, located at Hamilton, Texas; effective August 15, 1944, expiring September 15, 1944.

Gulf States Telephone Company, Kaufman, Texas; to employ learners as commercial switchboard operators at its Kaufman exchange, located at Kaufman, Texas; effective August 18, 1944, expiring August 17, 1945.

Gulf States Telephone Company, Overton, Texas; to employ learners as commercial switchboard operators at its Overton exchange, located at Overton, Texas; effective August 18, 1944, expiring August 17, 1945.

Gulf States Telephone Company, Stephenville, Texas; to employ learners as commercial switchboard operators at its Stephenville exchange, located at Stephenville, Texas; effective August 18, 1944, expiring August 17, 1945.

Monroe Telephone Company, Monroe, Iowa; to employ learners as commercial switchboard operators at its Monroe exchange, located at Monroe, Iowa; effective August 19, 1944, expiring August 18, 1945.

Mount Pleasant Telephone Company, Mount Pleasant, Iowa; to employ learners as commercial switchboard operators at its Mount Pleasant exchange, located at Mount Pleasant, Iowa; effective August 21, 1944, expiring August 20, 1945.

Project Telephone Company, Powell, Wyoming; to employ learners as commercial switchboard operators at its Powell exchange, located at Powell, Wyoming; effective August 19, 1944, expiring August 18, 1945.

Siloam Springs Telephone Company, Siloam Springs, Arkansas; to employ learners as commercial switchboard operators at its Siloam Springs exchange, located at Siloam Springs, Arkansas; effective August 15, 1944, expiring August 14, 1945.

The Southwest Telephone Company, Pratt, Kansas; to employ 12 learners as commercial switchboard operators for the purpose of abnormal turnover at its Liberal exchange,

located at Liberal, Kansas; effective August 15, 1944, expiring February 14, 1945.

United Telephone Company, Appleton City, Missouri; to employ learners as commercial switchboard operators at its Appleton City exchange, located at Appleton City, Missouri; effective August 15, 1944, expiring August 14, 1945.

United Telephone Company, Butler, Missouri; to employ learners as commercial switchboard operators at its Butler exchange, located at Butler, Missouri; effective August 15, 1944, expiring August 14, 1945.

United Telephone Company, California, Missouri; to employ learners as commercial switchboard operators at its California exchange, located at California, Missouri; effective August 15, 1944, expiring August 14, 1945.

United Telephone Company, Clinton, Missouri; to employ learners as commercial switchboard operators at its Clinton exchange, located at Clinton, Missouri; effective August 15, 1944, expiring August 14, 1945.

United Telephone Company, Cole Camp, Missouri; to employ learners as commercial switchboard operators at its Cole Camp exchange, located at Cole Camp, Missouri; effective August 15, 1944, expiring August 14, 1945.

United Telephone Company, Fairfax, Missouri; to employ learners as commercial switchboard operators at its Fairfax exchange, located at Fairfax, Missouri; effective August 15, 1944, expiring August 14, 1945.

United Telephone Company, Hermann, Missouri; to employ learners as commercial switchboard operators at its Hermann exchange, located at Hermann, Missouri; effective August 15, 1944, expiring August 14, 1945.

United Telephone Company, King City, Missouri; to employ learners as commercial switchboard operators at its King City exchange, located at King City, Missouri; effective August 15, 1944, expiring August 14, 1945.

United Telephone Company, Lebanon, Missouri; to employ learners as commercial switchboard operators at its Lebanon exchange, located at Lebanon, Missouri; effective August 15, 1944, expiring August 14, 1945.

United Telephone Company, Mound City, Missouri; to employ learners as commercial switchboard operators at its Mound City exchange, located at Mound City, Missouri; effective August 15, 1944, expiring August 14, 1945.

United Telephone Company, Odessa, Missouri; to employ learners as commercial switchboard operators at its Odessa exchange, located at Odessa, Missouri; effective August 15, 1944, expiring August 14, 1945.

United Telephone Company, Salem, Missouri; to employ learners as commercial switchboard operators at its Salem exchange, located at Salem, Missouri; effective August 15, 1944, expiring August 14, 1945.

United Telephone Company, Tipton, Missouri; to employ learners as commercial switchboard operators at its Tipton exchange, located at Tipton, Missouri; effective August 15, 1944, expiring August 14, 1945.

United Telephone Company, Windsor, Missouri; to employ learners as commercial switchboard operators at its Windsor exchange, located at Windsor, Missouri; effective August 15, 1944, expiring August 14, 1945.

#### TEXTILE INDUSTRY

Bernson Silk Mills, Inc., 535 Sycamore Avenue, Buena Vista, Virginia; rayon and nylon; 10 percent (AT); effective August 20, 1944, expiring February 19, 1945.

Cross Cotton Mills Company, Marion, North Carolina; cotton knitting and weaving yarns; 3 percent (T); effective August 23, 1944, expiring August 22, 1945.

Indiana Cotton Mills, Cannelton, Indiana; sheetings, drill duck; 3 percent (T); effective August 18, 1944, expiring August 17, 1945.



## CIGAR INDUSTRY

General Cigar Company, Inc., Anthracite Avenue, Kingston, Pennsylvania; machine-made cigars; 10 percent (T); cigar machine operating for a learning period of 320 hours at 30 cents per hour, cigar packing and machine stripping for a learning period of 160 hours at 30 cents per hour; effective August 15, 1944, expiring August 14, 1945.

Signed at New York, N. Y., this 22d day of August 1944.

PAULINE C. GILBERT,  
Authorized Representative  
of the Administrator.

[F. R. Doc. 44-12821; Filed, August 24, 1944;  
11:36 a. m.]

## SUGARCANE INDUSTRY IN LOUISIANA

## NOTICE OF HEARING

In the matter of the determination of the scope of that portion of the cane sugar processing and milling branch of the cane sugar industry located in Louisiana pursuant to section 7 (b) (3) of the Fair Labor Standards Act of 1938 and Part 526, as amended, of the regulations issued thereunder.

Whereas, the Administrator determined, on November 18, 1939 (4 F.R. 4615), that that portion of the cane sugar processing and milling branch of the cane sugar industry which is located in Louisiana is a branch of an industry and of a seasonal nature within the meaning of section 7 (b) (3) of the Fair Labor Standards Act of 1938 and Part 526, as amended, of the regulations issued thereunder, and therefore is entitled to the exemption provided under section 7 (b) (3) of the act; and

Whereas, in the said determination, the term "that portion of the cane sugar processing and milling branch of the cane sugar industry which is located in Louisiana" was defined to include "that branch of the industry engaged in the unloading of sugar cane from wagons and railroad cars onto conveyors; the processing of sugar cane into sugar, syrup and molasses, but not the refining of such sugar, syrup and molasses; the removal, handling and conveying of raw sugar, syrup and molasses to storage and placing them in storage on or in the vicinity of the sugar mill site; the removal, conveying, burning, baling, and piling and storing in baled form on or in the vicinity of the sugar mill site of bagasse resulting from the processing of sugar cane into raw sugar, syrup or molasses; and the operations or services necessary or incident to the foregoing"; and

Whereas, the aforesaid determination was amended by the Administrator on July 20, 1944 (9 F.R. 8175) to include the "dehydrating of bagasse" within the scope of the said branch of the industry; and

Whereas, an application has been filed requesting that the determination of November 18, 1939 be further amended to include within the definition of the branch of the industry the incidental refining of sugar, syrup and molasses and the removal, handling, bagging and conveying of such sugar and certain other operations performed during the grinding season in sugar cane mills in Louisiana; and

Whereas, it appears desirable to re-examine the definition of that portion of the cane sugar processing and milling branch of the cane sugar industry which is located in Louisiana in order to determine what operations should be included and what operations should not be included therein;

Now, therefore, pursuant to §§ 526.5 and 526.6 of regulations, Part 526, notice is hereby given of a public hearing to be held in Room 1610 at the National Offices of the Wage and Hour Division, U. S. Department of Labor, 165 West 46th Street, New York 19, New York, on September 8, 1944, at 10 a. m. before Nathan Rubinstein, an authorized representative of the Administrator, who is hereby authorized to receive evidence and hear argument for the purpose of determining, defining and delimiting the scope, under section 7 (b) (3) of the Fair Labor Standards Act of 1938 and Part 526, as amended, of the regulations issued thereunder, of that portion of the cane sugar processing and milling branch of the cane sugar industry located in Louisiana.

Any person desiring to be heard in this matter may appear at the hearing in his own behalf or in behalf of any other person, or may file a written statement to be included in the record. Notice of intention to appear should be filed with the Administrator at the above address on or before September 7, 1944, and should contain the following information:

1. The name and address of the person appearing.
2. If such person is appearing in a representative capacity, the names and addresses of the persons or organizations which he is representing.

Written statements may be filed with the Administrator prior to the date of the hearing or with the presiding officer at the hearing.

Signed at New York, New York, this 22d day of August 1944.

L. METCALFE WALLING,  
Administrator,  
Wage and Hour Division.

[F. R. Doc. 44-12819; Filed, August 24, 1944;  
11:36 a. m.]

## FEDERAL POWER COMMISSION.

[Docket No. G-549]

## MEMPHIS NATURAL GAS CO.

## NOTICE OF AMENDMENT TO APPLICATION

AUGUST 23, 1944.

Notice is hereby given that on August 22, 1944, Memphis Natural Gas Company, a Delaware Corporation, having its principal place of business in Memphis, Tennessee, filed with the Federal Power Commission an amendment to its application filed May 20, 1944, for a certificate of public convenience and necessity pursuant to section 7 of the Natural Gas Act, as amended, to authorize the construction and operation of a 20-inch O. D. pipe line approximately 49½ miles in length with a capacity of approximately 100,000 MCF per day, with an inlet gas pressure of 550 pounds per

square inch and a terminal pressure of 450 pounds per square inch, in substitution of its original proposal to construct a 12¾-inch O. D. gas pipe line approximately 48½ miles in length with a capacity of approximately 50,000 MCF per day. The proposed 20-inch line will have its termini at its Guthrie Compressor Station in Ouachita Parish, Louisiana, and the Claiborne gasoline plant in Claiborne Parish, Louisiana.

Any person desiring to be heard or to make any protest with reference to said application should on or before the 5th day of September, 1944, file with the Federal Power Commission a petition or protest in accordance with the Commission's provisional rules of practice and regulations under the Natural Gas Act.

[SEAL]

J. H. GUTRIE,  
Acting Secretary.

[F. R. Doc. 44-12795; Filed, August 24, 1944;  
10:06 a. m.]

## OFFICE OF ALIEN PROPERTY CUSTODIAN.

[Supp. Vesting Order 4044]

## WALTER WEBER

In re: Photographic equipment, office furniture, and other personal property owned by Walter Weber, also known as Walther Weber and Walther Hermann Weber.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Having found by Vesting Order Number 3663, dated May 17, 1944, that Walter Weber, also known as Walther Weber and as Walther Hermann Weber, is a resident of Germany and a national of a designated enemy country (Germany).

2. Finding that Walter Weber, also known as Walther Weber and as Walther Hermann Weber, is the owner of the property described in subparagraph 3 hereof;

3. Finding that the property described as follows:

Photographic equipment, office furniture, and chauffeur's uniforms and accessories, particularly set forth and described in Exhibit A, attached hereto and by reference made a part hereof, now in the warehouse of the Alien Property Custodian at 27 Cliff Street, New York, New York,

is property within the United States owned or controlled by a national of a designated enemy country (Germany);

And determining that to the extent that such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Germany);

And having made all determinations and taken all action, after appropriate consultation and certification required by law, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described in subparagraph 3 hereof, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest, and for the benefit, of the United States, and hereby ratifies all acts of any of his employees, agents or representatives by which any of such property was taken



into the possession of the Alien Property Custodian,

Such property and any or all of the proceeds thereof shall be held in an appropriate account, or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall this order be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on August 18, 1944.

[SEAL] JAMES E. MARKHAM,  
Alien Property Custodian.  
By FRANCIS J. McNAMARA,  
Deputy Alien Property Custodian.

#### EXHIBIT A

- 3 Movie flood bulbs (GE)
  - 1 Two prong bulb (GE)
  - 1 Hand print press
  - 1 Plate drying rack
  - 1 Wood vise
  - 1 Carton containing 6 flood bulbs #4
  - 1 Two prong 5000 watt bulb
  - 2 Photo measuring boards
  - 1 Easy photo roller (anchor brand)
  - 1 4' fluted posing pedestal
  - 2 Metal filing cabinets
  - 1 Carton and contents, including chauffeur's uniforms and accessories
  - 1 Desk pad
  - 1 Chrome stool with upholstered leather seat
  - 1 Clothes costumer
  - 1 Small walnut living room table
- [F. R. Doc. 44-12803; Filed, August 24, 1944; 10:31 a. m.]

#### OFFICE OF DEFENSE TRANSPORTATION.

[Supp. Order ODT 3, Rev. 279]

#### COMMON CARRIERS

##### COORDINATED OPERATIONS IN CALIFORNIA

Upon consideration of a plan for joint action filed with the Office of Defense Transportation by the persons named in Appendix 1 hereof to facilitate compliance with the requirements and purposes of General Order ODT 3, Revised, as amended, (7 F.R. 5445, 6689, 7694; 8 F.R. 4660, 14582; 9 F.R. 2793, 3264, 3357, 6778) a copy of which plan is attached hereto as Appendix 2,<sup>1</sup> and

It appearing that the proposed coordination of operations is necessary in

<sup>1</sup> Filed as part of the original document.

order to assure maximum utilization of the facilities, services, and equipment, and to conserve and providently utilize vital equipment, materials, and supplies, of the carriers, and to provide for the prompt and continuous movement of necessary traffic, the attainment of which purposes is essential to the successful prosecution of the war, *It is hereby ordered, That:*

1. The plan for joint action above referred to is hereby approved and the carriers are directed to put the plan in operation forthwith, subject to the following provisions, which shall supersede any provisions of such plan that are in conflict therewith.

2. Each of the carriers forthwith shall file a copy of this order with the appropriate regulatory body or bodies having jurisdiction over any operations affected by this order, and likewise shall file, and publish in accordance with law, and continue in effect until further order, tariffs or supplements to filed tariffs, setting forth any changes in rates, charges, operations, rules, regulations, and practices of the carrier which may be necessary to accord with the provisions of this order and of such plan; and forthwith shall apply to such regulatory body or bodies for special permission for such tariffs or supplements to become effective on the shortest notice lawfully permissible, but not prior to the effective date of this order.

3. Whenever transportation service is performed by one carrier in lieu of service by another carrier, by reason of a diversion, exchange, pooling, or similar act made or performed pursuant to the plan for joint action hereby approved, the rates, charges, rules, and regulations governing such service shall be those that would have applied except for such diversion, exchange, pooling, or other act.

4. The provisions of this order shall not be so construed or applied as to require any carrier subject hereto to perform any service beyond its transportation capacity, or to authorize or require any act or omission which is in violation of any law or regulation, or to permit any carrier to alter its legal liability to any shipper. In the event that compliance with any term of this order, or effectuation of any provision of such plan, would conflict with, or would not be authorized under, the existing interstate or intrastate operating authority of any carrier subject hereto, such carrier forthwith shall apply to the appropriate regulatory body or bodies for the granting of such operating authority as may be requisite to compliance with the terms of this order, and shall prosecute such application with all possible diligence. The coordination of operations directed by this order shall be subject to the carriers' possessing or obtaining the requisite operating authority.

5. All records of the carriers pertaining to any transportation performed pursuant to this order and to the provisions of such plan shall be kept available for examination and inspection at all reasonable times by accredited representatives of the Office of Defense Transportation.

6. Withdrawal of a carrier from participation in the plan for joint action hereby approved shall not be made without prior approval of the Office of Defense Transportation.

7. The provisions of this order shall be binding upon any successor in interest to any carrier named in this order. Upon a transfer of any operation involved in this order, the successor in interest and the other carriers named in this order forthwith shall notify, in writing, the Office of Defense Transportation of the transfer and, unless and until otherwise ordered, the successor in interest shall perform the functions of his predecessor in accordance with the provisions of this order.

8. The plan for joint action hereby approved and all contractual arrangements made by the carriers to effectuate the plan shall not continue in operation beyond the effective period of this order.

9. Communications concerning this order should refer to it by the supplementary order number which appears in the caption hereof, and, unless otherwise directed, should be addressed to the Highway Transport Department, Office of Defense Transportation, Washington 25, D. C.

This order shall become effective August 28, 1944, and shall remain in full force and effect until the termination of the present war shall have been duly proclaimed, or until such earlier time as the Office of Defense Transportation by further order may designate.

Issued at Washington, D. C., this 24th day of August 1944.

J. M. JOHNSON,  
Director,  
Office of Defense Transportation.

#### APPENDIX 1

- American Drayage Co., Oakland, Calif.
- Warren Ballinger, doing business as Warren Ballinger Drayage Co., San Francisco, Calif.
- Crall Bros., Inc., Ltd., Long Beach, Calif.
- John A. Lacey, doing business as Lacey Trucking Co., Long Beach, Calif.
- Belyea Truck Co., Inc., Los Angeles, Calif.
- Bigge Drayage Co., Oakland, Calif.
- Oilfields Trucking Co., Bakersfield, Calif.
- Waldo J. Fortier and Russell A. Fortier, co-partners, doing business as Fortier Transportation Co., Fresno, Calif.
- W. R. Ballinger & Son, San Francisco, Calif.
- Farnsworth & Ruggles, San Francisco, Calif.
- Joseph D. Sheedy, doing business as Jos. D. Sheedy Drayage, San Francisco, Calif.
- L. B. Hulsman, doing business as Hulsman & Loomis Transportation Co., Santa Rosa, Calif.
- Wesley L. Halbert and Harold T. Halbert, co-partners, doing business as Halbert Brothers, Los Angeles, Calif.
- G. W. Thomas Drayage & Rigging Co., Inc., San Francisco, Calif.
- E. Guy Warren, doing business as Warren Transportation Co., Hayward, Calif.
- Ball & Simpson, Berkeley, Calif.
- A. W. Hays, Woodland, Calif.
- J. W. Moproe, doing business as Monroe Trucking Service, Willows, Calif.
- J. G. Bastain, Redding, Calif.
- Thomas Rigging Co., Emeryville, Calif.
- Charles E. Wilkins, doing business as Wilkins Draying Co., Sacramento, Calif.

[F. R. Doc. 44-12802; Filed, August 24, 1944; 10:30 a. m.]



## OFFICE OF PRICE ADMINISTRATION.

[MPR 120, Order 926]

## DUNCAN CREEK COAL CO.

## ADJUSTMENT OF MAXIMUM PRICES

Order No. 926 under Maximum Price Regulation No. 120. Bituminous coal delivered from mine or preparation plant.

For the reasons set forth in an opinion issued simultaneously herewith and in accordance with § 1340.210 (a) (6) of Maximum Price Regulation No. 120; *It is ordered:*

	Size Group No.					
	1 to 5 inclusive	6, 8 and 10	7, 9 and 11	12, 14, 15 and 16	13, 19, 20 and 21	17 and 18 22 and 23
Rail shipments including R. R. fuel.....	535	485	475	395	385	365
Truck shipments.....	530	480	460	445	435	410

(c) The prices established herein are f. o. b. the mine for truck shipments, and f. o. b. the rail shipping point for rail shipments and for railroad fuel.

(d) All prayers of applicant not granted herein are hereby denied.

(e) This order may be revoked or amended at any time.

(f) Unless the context otherwise requires, the definitions set forth in § 1340.208 of Maximum Price Regulation No. 120 shall apply to the terms used herein.

This order shall become effective August 24, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong., E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 23d day of August 1944.

JAMES F. BROWNLEE,  
Acting Administrator.

[F. R. Doc. 44-12760; Filed, August 23, 1944; 11:57 a. m.]

[MPR 188, Amdt. 50 to Order A-1]

## BUILDING BRICK IN NEW JERSEY

## MODIFICATION OF MAXIMUM PRICES

Amendment No. 50 to Order No. A-1 under § 1499.159b of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel. Modification of maximum prices in Maximum Price Regulation No. 188.

An opinion accompanying Amendment No. 50 to Order No. A-1 has been issued simultaneously herewith and filed with the Division of the Federal Register.

Paragraph (a) (38) is added to Order A-1 to read as follows:

(38) *Modification of maximum prices for building brick (common and unglazed face).* (i) The manufacturer's maximum prices for building brick, (common and unglazed face) produced in the State of New Jersey established pursuant to Maximum Price Regulation No. 188, as amended, may be increased by adding an amount not in excess of \$1.00 per

(a) The Duncan Creek Mine of Duncan Creek Coal Company, Jasper, Alabama, located in Walker County, Alabama, in District No. 13, is hereby assigned Mine Index No. 2023, and is classified in Maximum Price Group No. 6 for rail shipments and railroad fuel and in Maximum Price Group No. 1 for truck shipments.

(b) Coals produced by Duncan Creek Coal Company, Jasper, Alabama, from its Duncan Creek Mine, Mine Index No. 2023 in District No. 13, may be purchased and sold at per net ton prices in cents per net ton, not exceeding the following:

thousand for regular size brick to the f. o. b. plant price or the delivered price. If the manufacturer had an established differential in price during the month of March 1942 for non-standard sizes of building brick (common and unglazed face) he may convert the adjustment granted herein for standard size brick on the basis of the conversion factors or formula in use by him during March 1942 in establishing a price differential between the standard size brick and the non-standard size brick under this adjustment.

(ii) Any jobber or dealer purchasing building brick (common and unglazed face) for resale, from any manufacturer who has increased his maximum price in accordance with subdivision (i) above may increase his presently established f. o. b. yard or delivered maximum price under the General Maximum Price Regulation by the dollars-and-cents amount equal to his actual dollars-and-cents increase in cost resulting from the increase permitted in subdivision (i) above.

(iii) The maximum prices established herein shall be subject to at least the same cash, quantity and other discounts, transportation allowances, services, and other terms and conditions of sale as the seller extended or rendered on comparable sales to purchasers of the same class during March 1942.

(iv) This subparagraph (38) may be amended or revoked by the Price Administrator at any time.

This amendment shall become effective August 26, 1944.

Issued this 23d day of August 1944.

CHESTER BOWLES,  
Administrator.

[F. R. Doc. 44-12767; Filed, August 23, 1944; 12:06 p. m.]

[MPR 188, Order 2163]

## TABLE ART FURNITURE MFG. CO.

## APPROVAL OF MAXIMUM PRICES

Order No. 2163 under § 1499.158 of Maximum Price Regulation No. 188.

Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel. Approval of maximum prices for sales of four items of cellarettes manufactured by Table Art Furniture Manufacturing Company.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act, as amended, the Stabilization Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328; *It is ordered:*

(a) This order establishes maximum prices for sales and deliveries, of four items of cellarettes manufactured by Table Art Furniture Manufacturing Company, 1955 Park Avenue, New York, New York.

(1) (i) For all sales and deliveries since the effective date of Maximum Price Regulation No. 188, by the manufacturer to retailers, and by the manufacturer to persons, other than retailers, who resell the articles for the manufacturer's stock, the maximum prices are those set forth below:

Article	Model No.	Maximum price to persons, other than retailers, who resell from manufacturer's stock, each	Maximum price to retailers each
Cellarette.....	2000	\$9.14	\$10.75
Cellarette.....	2025	10.84	12.75
Cellarette.....	3000	13.56	15.95
Cellarette.....	3010	14.41	16.95

These prices are f. o. b. factory, are subject to a cash discount of two percent for payment within ten days, net thirty days, and are for the articles described in the manufacturer's application dated June 19, 1944.

(ii) For all sales and deliveries by the manufacturer to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined by applying to the prices specified in subdivision (1) (i) of this paragraph (a), the discounts, allowances, and other price differentials made by the manufacturer, during March 1942, on sales of the same type of article to the same class of purchaser and on the same terms and conditions. If the manufacturer did not make such sales during March 1942 he must apply to the Office of Price Administration, Washington, D. C., under the fourth pricing method, § 1499.158, of Maximum Price Regulation No. 188, for the establishment of maximum prices for those sales, and no sales or deliveries may be made until authorized by the Office of Price Administration.

(2) (i) For all sales and deliveries on and after the effective date of this order to retailers by persons, other than the manufacturer, who sell from the manu-



manufacturer's stock, the maximum prices are those set forth below, f. o. b. factory:

Article	Model No.	Maximum price to retailers, each
Cellarette.....	2000	\$10.75
Cellarette.....	2025	12.75
Cellarette.....	3000	15.95
Cellarette.....	3010	16.95

These prices are subject to a cash discount of two percent for payment within ten days, net thirty days, and are for the articles described in the manufacturer's application dated June 19, 1944.

(ii) For all sales and deliveries by persons who sell from the manufacturer's stock, to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined under the applicable provisions of the General Maximum Price Regulation.

(b) At the time of or prior to the first invoice to each purchaser, other than a retailer, who resells from the manufacturer's stock, the manufacturer shall notify the purchaser for resale of the maximum prices and conditions established by subparagraph (a) (2) of this order for such resales. This notice may be given in any convenient form.

(c) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective on the 24th day of August 1944.

Issued this 23d day of August 1944.

JAMES F. BROWNLEE,  
Acting Administrator.

[F. R. Doc. 44-12770; Filed, August 23, 1944; 12:05 p. m.]

[MPR 188, Order 2164]

B. F. JAY AND CO.

#### APPROVAL OF MAXIMUM PRICES

Order No. 2164 under § 1499.158 of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel. Approval of maximum prices for sales of a juvenile set manufactured by B. F. Jay and Company.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act, as amended, the Stabilization Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328; It is ordered:

(a) This order establishes maximum prices for sales and deliveries, of a juvenile set manufactured by B. F. Jay and Company, 330 West 42nd Street, New York, New York.

(1) (i) For all sales and deliveries since the effective date of Maximum Price Regulation No. 188, by the manufacturer to retailers, and by the manufacturer to persons, other than retailers, who resell

the article from the manufacturer's stock, the maximum prices are those set forth below:

Article	Model No.	Maximum price to persons, other than retailers, who resell from manufacturer's stock, each	Maximum price to retailers, each
Juvenile set...	Uncle Ben Jay's Playtable and Bench.	\$3.00	\$3.60

These prices are f. o. b. factory and are subject to a cash discount of two percent for payment e. o. m. and is for the article described in the manufacturer's application dated June 14, 1944.

(ii) For all sales and deliveries by the manufacturer to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined by applying to the prices specified in subdivision (1) (i) of this paragraph (a), the discounts, allowances, and other price differentials made by the manufacturer, during March 1942, on sales of the same type of article to the same class of purchaser and on the same terms and conditions. If the manufacturer did not make such sales during March 1942 he must apply to the Office of Price Administration, Washington, D. C., under the fourth pricing method, § 1499.158, of Maximum Price Regulation No. 188, for the establishment of maximum prices for those sales, and no sales or deliveries may be made until authorized by the Office of Price Administration.

(2) (i) For all sales and deliveries on and after the effective date of this order to retailers by persons, other than the manufacturer, who sell from the manufacturer's stock, the maximum price is that set forth below, f. o. b. factory:

Article	Model No.	Maximum price to retailers, each
Juvenile set...	Uncle Ben Jay's Playtable and Bench.	\$3.60

This price is subject to a cash discount for payment e. o. m. and is for the article described in the manufacturer's application dated June 14, 1944.

(ii) For all sales and deliveries by persons who sell from the manufacturer's stock, to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined under the applicable provisions of the General Maximum Price Regulation.

(b) At the time of or prior to the first invoice to each purchaser, other than a retailer, who resells from the manufacturer's stock, the manufacturer shall notify the purchaser for resale of the maximum prices and conditions established by subparagraph (a) (2) of this order for such resales. This notice may be given in any convenient form.

(c) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective on the 24th day of August 1944.

Issued this 23d day of August 1944.

JAMES F. BROWNLEE,  
Acting Administrator.

[F. R. Doc. 44-12771; Filed, August 23, 1944; 12:05 p. m.]

[MPR 188, Order 2165]

BEN EISENBERG

#### APPROVAL OF MAXIMUM PRICES

Order No. 2165 under § 1499.158 of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel. Approval of maximum prices for sales of two items of finished and two items of unfinished wardrobes manufactured by Ben Eisenberg.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act, as amended, the Stabilization Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328; It is ordered:

(a) This order establishes maximum prices for sales and deliveries, of two items of finished and two items of unfinished wardrobes manufactured by Ben Eisenberg, 9724 Ditmas Avenue, Brooklyn, New York.

(1) (i) For all sales and deliveries since the effective date of Maximum Price Regulation No. 188, by the manufacturer to retailers, and by the manufacturer to persons, other than retailers, who resell the articles from the manufacturer's stock, the maximum prices are those set forth below:

Article	Model No.	Maximum price to persons, other than retailers, who resell from manufacturer's stock, each	Maximum price to retailers, each
Finished wardrobe.	Double door.	\$9.75	\$11.47
Finished wardrobe.	Single door.	8.03	9.45
Unfinished wardrobe.	Double door.	8.29	9.75
Unfinished wardrobe.	Single door.	6.83	8.03

These prices are f. o. b. factory, and are for the articles described in the manufacturer's application dated February 16, 1944.

(ii) For all sales and deliveries by the manufacturer to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined by applying to the prices specified in subdivision (1) (i) of this paragraph (a), the discounts, allowances, and other price differentials made by the manufacturer, during March 1942,



on sales of the same type of article to the same class of purchaser and on the same terms and conditions. If the manufacturer did not make such sales during March 1942 he must apply to the Office of Price Administration, Washington, D. C., under the fourth pricing method, § 1499.158, of Maximum Price Regulation No. 188, for the establishment of maximum prices for those sales, and no sales or deliveries may be made until authorized by the Office of Price Administration.

(2) (i) For all sales and deliveries on and after the effective date of this order to retailers by persons, other than the manufacturer, who sell from the manufacturer's stock, the maximum prices are those set forth below, f. o. b. factory:

Article	Model No.	Maximum price to retailers, each
Finished wardrobe.....	Double door..	\$11.47
Finished wardrobe.....	Single door..	9.45
Unfinished wardrobe.....	Double door..	9.75
Unfinished wardrobe.....	Single door..	8.03

These prices are for the articles described in the manufacturer's application dated February 16, 1944.

(ii) For all sales and deliveries by persons who sell from the manufacturer's stock, to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined under the applicable provisions of the General Maximum Price Regulation.

(b) At the time of or prior to the first invoice to each purchaser, other than a retailer, who resells from the manufacturer's stock, the manufacturer shall notify the purchaser for resale of the maximum prices and conditions established by subparagraph (a) (2) of this order for such resales. This notice may be given in any convenient form.

(c) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective on the 24th day of August 1944.

Issued this 23d day of August 1944.

JAMES F. BROWNLEE,  
Acting Administrator.

[F. R. Doc. 44-12772; Filed, August 23, 1944;  
12:05 p. m.]

[MPR 188, Order 2166]

WALDMAN MFG. CO.

#### APPROVAL OF MAXIMUM PRICES

Order No. 2166 under § 1499.158 of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel. Approval of maximum prices for sales of three smoker stands manufactured by Waldman Manufacturing Company.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in

the Price Administrator by the Emergency Price Control Act, as amended, the Stabilization Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328; It is ordered:

(a) This order establishes maximum prices for sales and deliveries, of three smoking stands manufactured by Waldman Manufacturing Company, 418 Green Street, Philadelphia, Pennsylvania.

(1) (i) For all sales and deliveries since the effective date of Maximum Price Regulation No. 188, by the manufacturer to retailers, and by the manufacturer to persons, other than retailers, who resell the articles from the manufacturer's stock, the maximum prices are those set forth below:

Article	Model No.	Maximum price to persons, other than retailers, who resell from manufacturer's stock, each	Maximum price to retailers, each
Smoking stand.....	300	\$2.46	\$2.90
Smoking stand.....	350	2.89	3.40
Smoking stand.....	351	2.76	3.25

These prices are f. o. b. factory and are subject to a cash discount of two percent for payment within ten days, net thirty days and are for the articles described in the manufacturer's application dated June 17, 1944.

(ii) For all sales and deliveries by the manufacturer to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined by applying to the prices specified in subdivision (1) (i) of this paragraph (a), the discounts, allowances, and other price differentials made by the manufacturer, during March 1942, on sales of the same type of article to the same class of purchaser and on the same terms and conditions. If the manufacturer did not make such sales during March 1942 he must apply to the Office of Price Administration, Washington, D. C., under the fourth pricing method, § 1499.158, of Maximum Price Regulation No. 188, for the establishment of maximum prices for those sales, and no sales or deliveries may be made until authorized by the Office of Price Administration.

(2) (i) For all sales and deliveries on and after the effective date of this order to retailers by persons, other than the manufacturer, who sell from the manufacturer's stock, the maximum prices are those set forth below, f. o. b. factory:

Article	Model No.	Maximum price to retailers, each
Smoking stand.....	300	\$2.90
Smoking stand.....	350	3.40
Smoking stand.....	351	3.25

These prices are subject to a cash discount of two percent for payment within ten days, net thirty days and are for the articles described in the manu-

facturer's application dated June 17, 1944.

(ii) For all sales and deliveries by persons who sell from the manufacturer's stock, to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined under the applicable provisions of the General Maximum Price Regulation.

(b) At the time of or prior to the first invoice to each purchaser, other than a retailer, who resells from the manufacturer's stock, the manufacturer shall notify the purchaser for resale of the maximum prices and conditions established by subparagraph (a) (2) of this order for such resales. This notice may be given in any convenient form.

(c) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective on the 24th day of August 1944.

Issued this 23d day of August 1944.

JAMES F. BROWNLEE,  
Acting Administrator.

[F. R. Doc. 44-12773; Filed, August 23, 1944;  
12:04 p. m.]

[MPR 188, Order 2167]

HARRY COOPER

#### APPROVAL OF MAXIMUM PRICES

Order No. 2167 under § 1499.158 of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel. Approval of maximum prices for sales of a folding coffee table manufactured by Harry Cooper.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act, as amended, the Stabilization Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328, It is ordered:

(a) This order establishes maximum prices for sales and deliveries, of a folding coffee table manufactured by Harry Cooper, 12335 Tuscora Avenue, Cleveland, Ohio.

(1) (i) For all sales and deliveries since the effective date of Maximum Price Regulation No. 188, by the manufacturer to retailers, and by the manufacturer to persons, other than retailers, who resell the article from the manufacturer's stock, the maximum prices are those set forth below:

Article	Model No.	Maximum price to persons, other than retailers, who resell from manufacturer's stock, each	Maximum price to retailers, each
Folding coffee table.....		\$3.01	\$3.55



These prices are f. o. b. factory and are subject to a cash discount of two percent for payment within ten days, net thirty days and are for the article described in the manufacturer's application dated June 24, 1944.

(ii) For all sales and deliveries by the manufacturer to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined by applying to the prices specified in subdivision (1) (i) of this paragraph (a), the discounts, allowances, and other price differentials made by the manufacturer, during March 1942, on sales of the same type of article to the same class of purchaser and on the same terms and conditions. If the manufacturer did not make such sales during March 1942 he must apply to the Office of Price Administration, Washington, D. C., under the fourth pricing method, § 1499.158, of Maximum Price Regulation No. 188, for the establishment of maximum prices for those sales, and no sales or deliveries may be made until authorized by the Office of Price Administration.

(2) (i) For all sales and deliveries on and after the effective date of this order to retailers by persons, other than the manufacturer, who sell from the manufacturer's stock, the maximum price is that set forth below, f. o. b. factory:

Article and Model No.:	Maximum price to retailers, each
Folding coffee table.....	\$3.55

This price is subject to a cash discount of two percent for payment within ten days, net thirty days and is for the article described in the manufacturer's application dated June 24, 1944.

(ii) For all sales and deliveries by persons who sell from the manufacturer's stock, to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined under the applicable provisions of the General Maximum Price Regulation.

(b) At the time of or prior to the first invoice to each purchaser, other than a retailer, who resells from the manufacturer's stock, the manufacturer shall notify the purchaser for resale of the maximum prices and conditions established by subparagraph (a) (2) of this order for such resales. This notice may be given in any convenient form.

(c) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective on the 24th day of August 1944.

Issued this 23d day of August 1944.

JAMES F. BROWNLEE,  
Acting Administrator.

[F. R. Doc. 44-12777; Filed, August 23, 1944;  
12:01 p. m.]

[MPR 188, Order 2168]

PAUL E. DUNLAP

APPROVAL OF MAXIMUM PRICES

Order No. 2168 under § 1499.158 of Maximum Price Regulation No. 188.

Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel. Approval of maximum prices for sale of a juvenile lawn swing manufactured by Paul E. Dunlap.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act, as amended, the Stabilization Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328; It is ordered:

(a) This order establishes maximum prices for sales and deliveries, of a juvenile lawn swing manufactured by Paul E. Dunlap, 4457 West 61st Street, Los Angeles, California.

(1) (i) For all sales and deliveries since the effective date of Maximum Price Regulation No. 188, by the manufacturer to retailers, and by the manufacturer to persons, other than retailers, who resell the article from the manufacturer's stock, the maximum prices are those set forth below:

Article	Model No.	Maximum price to persons, other than retailers, who resell from manufacturer's stock, each	Maximum price to retailers, each
Juvenile lawn swing.....	-----	\$3.00	\$3.53

These prices are f. o. b. factory and are net thirty days and are for the article described in the manufacturer's application dated June 15, 1944.

(ii) For all sales and deliveries by the manufacturer to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined by applying to the prices specified in subdivision (1) (i) of this paragraph (a), the discounts, allowances, and other price differentials made by the manufacturer, during March 1942, on sales of the same type of article to the same class of purchaser and on the same terms and conditions. If the manufacturer did not make such sales during March 1942 he must apply to the Office of Price Administration, Washington, D. C., under the fourth pricing method, § 1499.158, of Maximum Price Regulation No. 188, for the establishment of maximum prices for those sales, and no sales or deliveries may be made until authorized by the Office of Price Administration.

(2) (i) For all sales and deliveries on and after the effective date of this order to retailers by persons, other than the manufacturer, who sell from the manufacturer's stock, the maximum price is that set forth below, f. o. b. factory:

Article and Model No.:	Maximum price to retailers' each
Juvenile Lawn Swing.....	\$3.53

This price is net thirty days and is for the article described in the manufacturer's application dated June 15, 1944.

(ii) For all sales and deliveries by persons who sell from the manufacturer's stock, to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined under the applicable provisions of the General Maximum Price Regulation.

(b) At the time of or prior to the first invoice to each purchaser, other than a retailer, who resells from the manufacturer's stock, the manufacturer shall notify the purchaser for resale of the maximum prices and conditions established by subparagraph (a) (2) of this order for such resales. This notice may be given in any convenient form.

(c) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective on the 24th day of August 1944.

Issued this 23d day of August 1944.

JAMES F. BROWNLEE,  
Acting Administrator.

[F. R. Doc. 44-12778; Filed, August 23, 1944;  
12 m.]

[MPR 188, Order 2169]

KITCHEN KOMPACT, INC.

APPROVAL OF MAXIMUM PRICES

Order No. 2169 under § 1499.158 of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel. Approval of maximum prices for sale of a juvenile set manufactured by Kitchen Kompact, Inc.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act, as amended, the Stabilization Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328; It is ordered:

(a) This order establishes maximum prices for sales and deliveries of a juvenile set manufactured by Kitchen Kompact, Inc., 811 South 12th Street, Louisville, Kentucky.

(1) (i) For all sales and deliveries since the effective date of Maximum Price Regulation No. 188, by the manufacturer to retailers, and by the manufacturer to persons, other than retailers, who resell the article from the manufacturer's stock, the maximum prices are those set forth below:

Article	Model No.	Maximum price to persons, other than retailers, who resell from manufacturer's stock, each	Maximum price to retailers, each
Juvenile set....	Juvenile set..	\$2.14	\$2.52

These prices are f. o. b. factory and are subject to a cash discount of two



percent for payment within ten days, net thirty days and are for the article described in the manufacturer's application dated May 3, 1944.

(ii) For all sales and deliveries by the manufacturer to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined by applying to the prices specified in subdivision (1) (i) of this paragraph (a), the discounts, allowances, and other price differentials made by the manufacturer, during March 1942, on sales of the same type of article to the same class of purchaser and on the same terms and conditions. If the manufacturer did not make such sales during March 1942 he must apply to the Office of Price Administration, Washington, D. C., under the fourth pricing method, § 1499.158, of Maximum Price Regulation No. 188, for the establishment of maximum prices for those sales, and no sales or deliveries may be made until authorized by the Office of Price Administration.

(2) (i) For all sales and deliveries on and after the effective date of this order to retailers by persons, other than the manufacturer, who sell from the manufacturer's stock, the maximum price is that set forth below, f. o. b. factory:

Article	Model No.	Maximum price to retailers (each)
Juvenile set.....	Juvenile set...	\$2.52

This price is subject to a cash discount of two percent for payment within ten days, net thirty days and is for the article described in the manufacturer's application dated May 3, 1944.

(ii) For all sales and deliveries by persons who sell from the manufacturer's stock, to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined under the applicable provisions of the General Maximum Price Regulation.

(b) At the time of or prior to the first invoice to each purchaser, other than a retailer, who resells from the manufacturer's stock, the manufacturer shall notify the purchaser for resale of the maximum prices and conditions established by subparagraph (a) (2) of this order for such resales. This notice may be given in any convenient form.

(c) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective on the 24th day of August 1944.

Issued this 23d day of August 1944.

JAMES F. BROWNLEE,  
Acting Administrator.

[F. R. Doc. 44-12774; Filed, August 23, 1944; 12:04 p. m.]

[MPR 188, Order 2170]

STUART WOODCRAFT CORP.

#### APPROVAL OF MAXIMUM PRICES

Order No. 2170 under § 1499.158 of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel. Approval of maximum prices for sales of certain bed trays manufactured by Stuart Woodcraft Corporation.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act, as amended, the Stabilization Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328; *It is ordered:*

(a) This order establishes maximum prices for sales and deliveries, of certain bed trays manufactured by Stuart Woodcraft Corporation, Springfield, Gardens, Long Island, New York.

(1) (i) For all sales and deliveries since the effective date of Maximum Price Regulation No. 188, by the manufacturer to retailers, and by the manufacturer to persons, other than retailers, who resell the articles from the manufacturer's stock, the maximum prices are those set forth below:

Article	Model No.	Maximum price to persons other than retailers, who resell from manufacturer's stock, each	Maximum price to retailers, each
Bed tray.....	27	\$1.06	\$1.25
Bed tray.....	25	.85	1.00

These prices are f. o. b. factory, subject to a cash discount of two percent for payment within ten days, and are for the articles described in the manufacturer's applications dated April 29 and May 2, 1944.

(ii) For all sales and deliveries by the manufacturer to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined by applying to the prices specified in subdivision (1) (i) of this paragraph (a), the discounts, allowances, and other price differentials made by the manufacturer, during March 1942, on sales of the same type of article to the same class of purchaser and on the same terms and conditions. If the manufacturer did not make such sales during March 1942 he must apply to the Office of Price Administration, Washington, D. C., under the fourth pricing method, § 1499.158, of Maximum Price Regulation No. 188, for the establishment of maximum prices for those sales, and no sales or deliveries may be made until authorized by the Office of Price Administration.

(2) (i) For all sales and deliveries on and after the effective date of this order to retailers by persons, other than the manufacturer, who sell from the manufacturer's stock, the maximum prices are those set forth below, f. o. b. factory:

Article	Model No.	Maximum price to retailers each
Bed tray.....	27	\$1.25
Bed tray.....	25	1.00

These prices are subject to a cash discount of two percent for payment within ten days, and are for the articles described in the manufacturer's applications dated April 29 and May 2, 1944.

(ii) For all sales and deliveries by persons who sell from the manufacturer's stock, to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined under the applicable provisions of the General Maximum Price Regulation.

(b) At the time of or prior to the first invoice to each purchaser, other than a retailer, who resells from the manufacturer's stock, the manufacturer shall notify the purchaser for resale of the maximum prices and conditions established by subparagraph (a) (2) of this order for such resales. This notice may be given in any convenient form.

(c) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective on the 24th day of August 1944.

Issued this 23d day of August 1944.

JAMES F. BROWNLEE,  
Acting Administrator.

[F. R. Doc. 44-12779; Filed, August 23, 1944; 12:00 m.]

[MPR 188, Order 2171]

YOUNGERMAN MFG. CO.

#### APPROVAL OF MAXIMUM PRICES

Order No. 2171 under § 1499.158 of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel. Approval of maximum prices for sales of an unfinished wardrobe and utility cabinet manufactured by Youngerman Manufacturing Company.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act, as amended, the Stabilization Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328; *It is ordered:*

(a) This order establishes maximum prices for sales and deliveries, of an un-



finished wardrobe and utility cabinet manufactured by Youngerman Mfg. Co., Eldora, Iowa.

(1) (i) For all sales and deliveries since the effective date of Maximum Price Regulation No. 188, by the manufacturer to retailers, and by the manufacturer to persons, other than retailers, who resell the articles from the manufacturer's stock, the maximum prices are those set forth below:

Article	Model No.	Maximum price to persons, other than retailers, who resell from manufacturer's stock, each	Maximum price to retailers, each
Unfinished wardrobe		\$12.09	\$14.22
Unfinished utility cabinet		11.76	13.84

These prices are f. o. b. factory, are subject to a cash discount of two percent for payment within ten days, net thirty days, and are for the articles described in the manufacturer's application dated July 18, 1944.

(ii) For all sales and deliveries by the manufacturer to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined by applying to the prices specified in subdivision (1) (i) of this paragraph (a), the discounts, allowances, and other price differentials made by the manufacturer, during March 1942, on sales of the same type or article to the same class of purchaser and on the same terms and conditions. If the manufacturer did not make such sales during March 1942 he must apply to the Office of Price Administration, Washington, D. C., under the fourth pricing method, § 1499.158, of Maximum Price Regulation No. 188, for the establishment of maximum prices for those sales, and no sales or deliveries may be made until authorized by the Office of Price Administration.

(2) (i) For all sales and deliveries on and after the effective date of this order to retailers by persons, other than the manufacturer, who sell from the manufacturer's stock, the maximum prices are those set forth below, f. o. b. factory:

Article	Model No.	Maximum price to retailers, each
Unfinished wardrobe		\$14.22
Unfinished utility cabinet		13.84

These prices are subject to a cash discount of two percent for payment within ten days, net thirty days, and are for the articles described in the manufacturer's application dated July 18, 1944.

(ii) For all sales and deliveries by persons who sell from the manufacturer's stock, to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined under the applicable provisions of the General Maximum Price Regulation.

No. 170—5

(b) At the time of or prior to the first invoice to each purchaser, other than a retailer, who resells from the manufacturer's stock, the manufacturer shall notify the purchaser for resale of the maximum prices and conditions established by subparagraph (a) (2) of this order for such resales. This notice may be given in any convenient form.

(c) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective on the 24th day of August 1944.

Issued this 23d day of August 1944.

JAMES F. BROWNLEE,  
Acting Administrator.

[F. R. Doc. 44-12780; Filed, August 23, 1944; 12:00 m.]

[MPR 188, Order 2172]

M. D. M. FURNITURE MFG. CO.

#### APPROVAL OF MAXIMUM PRICES

Order No. 2172 under § 1499.158 of Maximum Price Regulations No. 188. Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel. Approval of maximum prices for sales of a one piece telephone set manufactured by M. D. M. Furniture Manufacturing Company.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act, as amended, the Stabilization Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328; It is ordered:

(a) This order establishes maximum prices for sales and deliveries, of a one piece telephone set manufactured by M. D. M. Furniture Manufacturing Co., 2912 Shattuck Avenue, Berkeley, California.

(1) (i) For all sales and deliveries since the effective date of Maximum Price Regulation No. 188, by the manufacturer to retailers, and by the manufacturer to persons, other than retailers, who resell the article from the manufacturer's stock, the maximum prices are those set forth below:

Article	Model No.	Maximum price to persons, other than retailers, who resell from manufacturer's stock, each	Maximum price to retailers, each
One piece telephone set	A5	\$5.18	\$6.10

These prices are f. o. b. factory and are subject to a cash discount of two percent for payment within ten days, net thirty days and are for the article described in the manufacturer's application dated June 20, 1944.

(ii) For all sales and deliveries by the manufacturer to any other class of pur-

chaser or on other terms and conditions of sale, the maximum prices shall be those determined by applying to the prices specified in subdivision (1) (i) of this paragraph (a), the discounts, allowances, and other price differentials made by the manufacturer, during March 1942, on sales of the same type of article to the same class of purchaser and on the same terms and conditions. If the manufacturer did not make such sales during March 1942 he must apply to the Office of Price Administration, Washington, D. C., under the fourth pricing method, § 1499.158, of Maximum Price Regulation No. 188, for the establishment of maximum prices for those sales, and no sales or deliveries may be made until authorized by the Office of Price Administration.

(2) (i) For all sales and deliveries on and after the effective date of this order to retailers by persons, other than the manufacturer, who sell from the manufacturer's stock, the maximum price is that set forth below, f. o. b. factory:

Article	Model No.	Maximum price to retailers each
One piece telephone set	A5	\$6.10

This price is subject to a cash discount of two percent for payment within ten days, net thirty days, and is for the article described in the manufacturer's application dated June 20, 1944.

(ii) For all sales and deliveries by persons who sell from the manufacturer's stock, to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined under the applicable provisions of the General Maximum Price Regulation.

(b) At the time of or prior to the first invoice to each purchaser, other than a retailer, who resells from the manufacturer's stock, the manufacturer shall notify the purchaser for resale of the maximum prices and conditions established by subparagraph (a) (2) of this order for such resales. This notice may be given in any convenient form.

(c) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective on the 24th day of August 1944.

Issued this 23d day of August 1944.

JAMES F. BROWNLEE,  
Acting Administrator.

[F. R. Doc. 44-12781; Filed, August 23, 1944; 12:00 m.]

[MPR 188, Order 2173]

B & M PRODUCTS CO.

#### APPROVAL OF MAXIMUM PRICES

Order No. 2173 under § 1499.158 of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel. Ap-



proval of maximum prices for sales of a cocktail smoker manufactured by B & M Products Co.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act, as amended, the Stabilization Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328; *It is ordered:*

(a) This order establishes maximum prices for sales and deliveries, of a cocktail smoker manufactured by B & M Products Company, 3945 West Armitage Avenue, Chicago, Illinois.

(1) (i) For all sales and deliveries since the effective date of Maximum Price Regulation No. 188, by the manufacturer to retailers, and by the manufacturer to persons, other than retailers, who resell the article from the manufacturer's stock, the maximum prices are those set forth below:

Article	Model No.	Maximum price to persons, other than retailers, who resell from manufacturer's stock, each	Maximum price to retailers, each
Cocktail Smoker...	100	\$3.18	\$3.74

These prices are f. o. b. factory and are subject to a cash discount of two percent for payment within ten days.

(ii) For all sales and deliveries by the manufacturer to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined by applying to the prices specified in subdivision (1) (i) of this paragraph (a), the discounts, allowances, and other price differentials made by the manufacturer, during March 1942, on sales of the same type of article to the same class of purchaser and on the same terms and conditions. If the manufacturer did not make such sales during March 1942 he must apply to the Office of Price Administration, Washington, D. C., under the fourth pricing method, § 1499.158, of Maximum Price Regulation No. 188, for the establishment of maximum prices for those sales, and no sales or deliveries may be made until authorized by the Office of Price Administration.

(2) (i) For all sales and deliveries on and after the effective date of this order to retailers by persons, other than the manufacturer, who sell from the manufacturer's stock, the maximum price is that set forth below, f. o. b. factory:

Article	Model No.	Maximum price to retailers, each
Cocktail smoker.....	100	\$3.74

This price is subject to a cash discount of two percent for payment within ten days.

(ii) For all sales and deliveries by persons who sell from the manufacturer's

stock, to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined under the applicable provisions of the General Maximum Price Regulation.

(b) At the time of or prior to the first invoice to each purchaser, other than a retailer, who resells from the manufacturer's stock, the manufacturer shall notify the purchaser for resale of the maximum prices and conditions established by subparagraph (a) (2) of this order for such resales. This notice may be given in any convenient form.

(c) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective on the 24th day of August 1944.

Issued this 23d day of August 1944.

JAMES F. BROWNLEE,  
Acting Administrator.

[F. R. Doc. 44-12775; Filed, August 23, 1944;  
12:02 p. m.]

#### [MPR 188, Order 2174]

#### BORIN ART PRODUCTS CO.

#### ADJUSTMENT OF MAXIMUM PRICES

Order No. 2174 under § 1499.158 of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel. Approval of maximum prices for sales of certain glass tables manufactured by Borin Art Products Co.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, the Stabilization Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328; *It is ordered:*

(a) This order establishes maximum prices for sales and deliveries since the effective date of Maximum Price Regulation No. 188, of certain articles manufactured by Borin Art Products Co., Chicago, Illinois.

(1) (a) For all sales and deliveries by the manufacturer to retailers, and by the manufacturer to persons, other than retailers, who resell the article from the manufacturer's stock, the maximum prices are those set forth below:

Model No.	Maximum price to persons, other than retailers, who resell from manufacturer's stock	Maximum price to retailers
201, 202, 203, and 204.....	\$9.78	\$11.50
205, 206, and 207.....	13.60	16.00
221, 222, and 223.....	10.63	12.50
224, 225, and 226.....	13.60	16.00
262 and 263.....	10.63	12.50
264, 265, and 266.....	11.90	14.00
282, 283.....	8.08	9.50
284, 285, and 286.....	11.05	13.00
321, 322, and 323.....	9.35	11.00
324, 325, and 326.....	10.20	12.00

These prices are f. o. b. factory and are subject to a discount of 2% for payment within ten days, net thirty days.

(b) For all sales and deliveries by the manufacturer to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined by applying to the prices specified in subdivision (1) (a) of this paragraph (a), the discounts, allowances, and other price differentials made by the manufacturer, during March 1942, on sales of the same type of article to the same class of purchaser and on the same terms and conditions. If the manufacturer did not make such sales during March 1942 he must apply to the Office of Price Administration, Washington, D. C., under the fourth pricing method, § 1499.158, of Maximum Price Regulation No. 188 for the establishment of maximum prices for those sales, and no sales or deliveries may be made until authorized by the Office of Price Administration.

(2) (a) For all sales and deliveries to retailers by persons who sell from the manufacturer's stock, the maximum price is that set forth below:

Model No.	Maximum prices to retailers
201, 202, 203, and 204.....	\$11.50
205, 206, and 207.....	16.00
221, 222, and 223.....	12.50
224, 225, and 226.....	16.00
262 and 263.....	12.50
264, 265, and 266.....	14.00
282, 283.....	9.50
284, 285, and 286.....	13.00
321, 322, and 323.....	11.00
324, 325, and 326.....	12.00

These maximum prices are f. o. b. shipping point, and are subject to a discount of 2% for payment within ten days, net thirty days.

(b) For all sales and deliveries by persons who sell from the manufacturer's stock, to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined under the applicable provisions of the General Maximum Price Regulation.

(b) At the time of or prior to the first invoice to each purchaser, other than a retailer, who resells from the manufacturer's stock, the manufacturer shall notify the purchaser for resale of the maximum prices and conditions established by subparagraph (a) (2) of this order for such resales. This notice may be given in any convenient form.

(c) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective August 24, 1944.

Issued this 23d day of August 1944.

JAMES F. BROWNLEE,  
Acting Administrator.

[F. R. Doc. 44-12782; Filed, August 23, 1944;  
12:02 p. m.]

#### [MPR 188, Order 2177]

#### RYDER NOVELTY PRODUCERS

#### ADJUSTMENT OF MAXIMUM PRICES

Order No. 2177 under § 1499.158 of Maximum Price Regulation No. 188



Manufacturers' maximum prices for specified building material and consumers' goods other than apparel. Approval of maximum prices for sales of a nursery chair manufactured by The Ryder Novelty Producers.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act, as amended, the Stabilization Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328; *It is ordered:*

(a) This order establishes maximum prices for sales and deliveries, of a nursery chair manufactured by the Ryder Novelty Producers, Ashland, Ohio.

(1) (i) For all sales and deliveries since the effective date of Maximum Price Regulation No. 188, by the manufacturer to retailers, and by the manufacturer to persons, other than retailers, who resell the article from the manufacturer's stock, the maximum prices are those set forth below:

Article	Model No.	Maximum price to persons, other than retailers, who resell from manufacturer's stock, each	Maximum price to retailers, each
Nursery chair.....	1	\$2.03	\$2.54

These prices are f. o. b. factory and are subject to a cash discount of two percent for payment within fifteen days, net thirty days and are for the articles described in the manufacturer's application dated June 17, 1944.

(ii) For all sales and deliveries by the manufacturer to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined by applying to the prices specified in subdivision (1) (i) of this paragraph (a), the discounts, allowances, and other price differentials made by the manufacturer, during March 1942, on sales of the same type of article to the same class of purchaser and on the same terms and conditions. If the manufacturer did not make such sales during March 1942 he must apply to the Office of Price Administration, Washington, D. C., under the fourth pricing method, § 1499.158, of Maximum Price Regulation No. 188, for the establishment of maximum prices for those sales, and no sales or deliveries may be made until authorized by the Office of Price Administration.

(2) (i) For all sales and deliveries on and after the effective date of this order to retailers by persons, other than the manufacturer, who sell from the manufacturer's stock, the maximum price is that set forth below, f. o. b. factory:

Article	Model No.	Maximum price to retailers each
Nursery chair.....	1	\$2.54

This price is subject to a cash discount of two percent for payment within fifteen days, net thirty days and is for the article described in the manufacturer's application dated June 17, 1944.

(ii) For all sales and deliveries by persons who sell from the manufacturer's stock, to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined under the applicable provisions of the General Maximum Price Regulation.

(b) At the time of or prior to the first invoice to each purchaser, other than a retailer, who resells from the manufacturer's stock, the manufacturer shall notify the purchaser for resale of the maximum prices and conditions established by subparagraph (a) (2) of this order for such resales. This notice may be given in any convenient form.

(c) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective on the 24th day of August 1944.

Issued this 23d day of August 1944.

JAMES F. BROWNLEE,  
Acting Administrator.

[F. R. Doc. 44-12776; Filed, August 23, 1944;  
12:03 p. m.]

[MPR 188, Order 2178]

INVINCIBLE PARLOR FRAME CO., INC.

#### ADJUSTMENT OF MAXIMUM PRICES

Order No. 2178 under § 1499.158 of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel. Approval of maximum prices for sales of an unfinished corner rack, wall shelf, vanity table and corner cabinet manufactured by Invincible Parlor Frame Co., Inc.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act, as amended, the Stabilization Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328: *It is ordered:*

(a) This order establishes maximum prices for sales and deliveries, of an unfinished corner rack, wall shelf, vanity table and corner cabinet manufactured by Invincible Parlor Frame Co., Inc., 179-84 East Railway Avenue, Paterson, New Jersey.

(1) (i) For all sales and deliveries since the effective date of Maximum Price Regulation No. 188, by the manufacturer to retailers, and by the manufacturer to persons, other than retailers, who resell the articles from the manufacturer's stock, the maximum prices are those set forth below:

Article	Model No.	Maximum price to persons, other than retailers, who resell from manufacturer's stock, each	Maximum price to retailers, each
Unfinished corner rack.....	1248	\$0.90	\$1.06
Unfinished wall shelf.....	1539	1.19	1.40
Unfinished vanity table.....	1632 T	2.30	2.71
Unfinished corner cabinet.....	500	4.21	4.95

These prices are f. o. b. factory, and are subject to a cash discount of two percent e. o. m.

(ii) For all sales and deliveries by the manufacturer to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined by applying to the prices specified in subdivision (1) (i) of this paragraph (a), the discounts, allowances, and other price differentials made by the manufacturer, during March 1942, on sales of the same type of article to the same class of purchaser and on the same terms and conditions. If the manufacturer did not make such sales during March 1942 he must apply to the Office of Price Administration, Washington, D. C., under the fourth pricing method, § 1499.158, of Maximum Price Regulation No. 188, for the establishment of maximum prices for those sales, and no sales or deliveries may be made until authorized by the Office of Price Administration.

(2) (i) For all sales and deliveries on and after the effective date of this order to retailers by persons, other than the manufacturer, who sell from the manufacturer's stock, the maximum prices are those set forth below, f. o. b. factory:

Article	Model No.	Maximum price to retailers each
Unfinished corner rack.....	1248	\$1.06
Unfinished wall shelf.....	1539	1.40
Unfinished vanity table.....	1632 T	2.71
Unfinished corner cabinet.....	500	4.95

These prices are subject to a cash discount of two percent e. o. m.

(ii) For all sales and deliveries by persons who sell from the manufacturer's stock, to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined under the applicable provisions of the General Maximum Price Regulation.

(b) At the time of or prior to the first invoice to each purchaser, other than a retailer, who resells from the manufacturer's stock the manufacturer shall notify the purchaser for resale of the maximum prices and conditions established by subparagraph (a) (2) of this order for such resales. This notice may be given in any convenient form.

(c) This order may be revoked or amended by the Price Administrator at any time.



This order shall become effective on the 24th day of August 1944.

Issued this 23d day of August 1944.

JAMES F. BROWNLEE,  
Acting Administrator.

[F. R. Doc. 44-12763; Filed, August 23, 1944;  
12:02 p. m.]

[2d Rev. MPR 213, Order 14]

HUNT SPRING BED CO.

#### ADJUSTMENT OF MAXIMUM PRICES

Order No. 14 under section 9 (b) (1) of 2d Revised Maximum Price Regulation No. 213. New coil and flat bedsprings. Approval of maximum prices for sales of a new bedspring manufactured by Hunt Spring Bed Company.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, the Stabilization Act of 1942, as amended, and Executive Orders No. 9250 and 9328, and in accordance with section 9 (b) (1) of 2d Revised Maximum Price Regulation No. 213, *It is ordered:*

(a) This order establishes maximum prices for sales of a new steel frame, helical top, double deck coil bedspring equipped with two band stabilizers and angle border, and meeting all the specifications for a Class III coil bedspring as set forth in 2d Revised Maximum Price Regulation No. 213, manufactured by Hunt Spring Bed Company, Chattanooga 2, Tennessee, as follows:

(1) For all sales and deliveries by the manufacturer to retailers, the maximum price is \$7.55 each. This price is f. o. b. factory and is subject to a cash discount of 2% for payment within ten days, net 30 days.

(2) For all sales at retail by any person, the cash maximum price is \$14.50 each. This price is subject to the seller's customary terms, discounts, and allowances in effect during March 1942 on sales of comparable bedsprings.

(b) For sales in the "Far West Zone" described in 2d Revised Maximum Price Regulation No. 213, the following sums may be added to the prices set forth in paragraph (a) above:

For sales by the manufacturer, 75¢.  
For sales by retailers, \$1.25.

(c) Hunt Spring Bed Company, shall notify, in writing, all retailers who purchase the bedsprings described above, of the maximum prices established by this order for sales at retail. This notice may be given in any convenient form, and shall be given at the time of or prior to the first invoice to each retailer covering a sale of the bedspring described above.

(d) Before delivering any of the bedsprings described above, Hunt Spring Bed Company must attach securely to each bedspring a durable tag containing in easily readable lettering the following, with the blank properly filled in:

O.P.A. has established a retail ceiling of \$---- for this bedspring. Lower prices may

be charged. This tag may not be removed until after delivery to the consumer.

(e) Unless the context otherwise requires, the definitions set forth in 2d Revised Maximum Price Regulation No. 213 shall apply to the terms used in this order.

(f) This order may be revoked or amended by the Price Administrator at any time.

(g) This order shall become effective August 24, 1944.

Issued this 23d day of August 1944.

JAMES F. BROWNLEE,  
Acting Administrator.

[F. R. Doc. 44-12768; Filed, August 23, 1944;  
12:06 p. m.]

[RMPR 506, Amdt. 1 to Order 22]

KELLER GLOVE MFG. CO., ET AL.

#### ADJUSTMENT OF MAXIMUM PRICES

Amendment 1 to Order No. 22 under section 4 (b) of Revised Maximum Price Regulation 506. Maximum prices for staple work gloves. Granting maximum prices to the Keller Glove Manufacturing Company and other sellers. Docket No. N6657-506-18-7.

For the reasons set forth in an opinion issued simultaneously herewith, *It is ordered:* That the maximum prices authorized for Style No. 110-DN are amended to read as follows:

Style No.	Glove description	Column A Manufacturer's prices		Column B Wholesalers' prices
		Group I ceiling	Group II ceiling	
110-DN	Men's quilted palm hot mill glove, 12-ounce flannel palm, 12-ounce flannel lining, 12-ounce flannel back, 1 3/4" or longer 12-ounce flannel band top.	\$3.15	\$3.45	\$3.80

This amendment shall become effective as of July 13, 1944.

(56 Stat. 23, 765; 57 Stat. 566, Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 23d day of August 1944.

JAMES G. ROGERS, Jr.,  
Acting Administrator.

[F. R. Doc. 44-12768; Filed, August 23, 1944;  
3:41 p. m.]

[Max. Import Price Reg., Order 35]

REXON, INC.

#### ADJUSTMENT OF MAXIMUM PRICES

Order No. 35 under section 21 of the Maximum Import Price Regulation.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as

amended, and by Executive Orders Nos. 9250 and 9328, it is ordered:

(a) *What this order does.* This order establishes maximum prices at which the importer may sell, and maximum prices at which wholesalers and retailers may buy and sell, certain cigarette lighters and cigarette lighter sets imported (cigarette lighters from Switzerland, alligator skin wallets and alligator or lizard skin cigarette cases from Argentina) by REXON, Inc., 295 Fifth Avenue, New York, New York, hereinafter called the "importer." The lighters and lighter sets covered by this order are described in Appendix A, Column 1, attached hereto and made a part of this order.

(b) *Maximum prices on sales by the importer to wholesalers.* The importer may sell to wholesalers the cigarette lighters and cigarette lighter sets described in Appendix A of this order at prices, not exceeding those set forth in Column II of Appendix A, terms 2%, 10 days, delivered. No wholesaler may pay the importer higher prices.

(c) *Maximum prices on sales by the importer or wholesaler to retailers.* The importer or wholesaler may sell to retailers the cigarette lighters or cigarette lighter sets described in Appendix A of this order at prices not exceeding those set forth in Column III of Appendix A, terms 2%, 10 days, delivered. No retailer may pay higher prices.

(d) *Maximum retail prices.* No retailer may sell, and no person buying from him may pay, prices higher than those set forth in Column IV of Appendix A, for the cigarette lighters and cigarette lighter sets described in Appendix A.

(e) *Importer to notify wholesalers.* The importer shall furnish a copy of this order to each wholesaler to whom such lighters or lighter sets are sold and shall also include on the invoice the following statement:

The enclosed Order No. 35 issued under the Maximum Import Price Regulation by OPA, establishes your maximum selling prices for the lighters and lighter sets and requires you to notify your customers what is his maximum price as stated in the order.

(f) *Wholesalers to notify retailers.* Every wholesaler selling lighters or lighter sets shall include on his invoice to each retailer the following statement:

Your maximum selling price for the lighters or lighter sets as established by Order No. 35 under the Maximum Import Price Regulation issued by OPA is \$----- each. (Wholesaler shall list applicable retail price for each numbered lighter or lighter set sold).

(g) *Revocation and amendment.* The provisions of Order No. 22, issued under section 21 of the Maximum Import Price Regulation July 4, 1944, effective July 5, 1944, are incorporated in this order and Order No. 22 is therefore revoked. This order may be revoked or amended at any time.

This order shall become effective August 25, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 24th day of August 1944.

JAMES G. ROGERS, Jr.,  
Acting Administrator.



## APPENDIX A

Number and description of cigarette lighter or cigarette lighter set	II Sales by importer to whole- saler	III Sales by importer or wholesaler to retailer	IV Sales by retailer to consumer
1602. Thorens pocket lighter—chrome finish.....	\$2.50	\$3.00	\$5.00
1621. Thorens automatic wind lighter—chrome finish.....	2.50	3.00	5.00
7602. Thorens pocket lighter—chrome finish.....	2.00	2.40	4.00
1303. Thorens pocket lighter set <sup>1</sup> .....	5.00	6.00	10.00
2303. Thorens pocket lighter set <sup>1</sup> .....	5.00	6.00	10.00
1322. Thorens pocket lighter set <sup>1</sup> .....	5.00	6.00	10.00
7303. Thorens pocket lighter set <sup>1</sup> .....	5.00	6.00	10.00
6303. Thorens pocket lighter set <sup>1</sup> .....	5.00	6.00	10.00
1603. Thorens pocket lighter set <sup>1</sup> .....	3.75	4.50	7.50
2603. Thorens pocket lighter set <sup>1</sup> .....	3.75	4.50	7.50
7603. Thorens pocket lighter set <sup>1</sup> .....	3.75	4.50	7.50
1302. Thorens pocket lighter set <sup>1</sup> .....	5.00	6.00	10.00
2302. Thorens pocket lighter set <sup>1</sup> .....	5.00	6.00	10.00
16302. Thorens pocket lighter set <sup>1</sup> .....	5.00	6.00	10.00
16303. Thorens pocket lighter set <sup>1</sup> .....	5.00	6.00	10.00
300. Thorens combination set <sup>2</sup> .....	7.50	9.00	15.00
300. Thorens combination set <sup>2</sup> .....	3.00	3.60	6.00
320. Thorens combination set <sup>2</sup> .....	7.50	9.00	15.00
370. Thorens combination set <sup>2</sup> .....	9.75	11.70	19.50
310. Thorens combination set <sup>2</sup> .....	10.00	12.00	20.00

<sup>1</sup> Each set consists of one Thorens pocket lighter, identified by the same number as the set, one tube of 80 Thorens flints and one package of 9 Thorens wicks.

<sup>2</sup> Consists of one genuine lizard skin wallet and one Thorens pocket lighter, automatic or windproof—Chrome finish—#1600A, #1601 or #7602.

<sup>3</sup> Consists of one Thorens automatic pocket lighter #1600A, and one Thorens smoker's companion (Tampers, Spoon and knife) chrome finish.

<sup>4</sup> Consists of one Thorens automatic pocket lighter #1600A, one tube of 80 Thorens flints, one package of 9 Thorens wicks, and one genuine alligator skin cigarette case.

<sup>5</sup> Consists of one Thorens pocket lighter, Chrome Finish #7600, one genuine lizard skin cigarette case and one genuine lizard skin wallet.

<sup>6</sup> Consists of one Thorens gold plated pocket lighter #1302, 2302, 6302, or 7302, and one genuine alligator skin wallet.

[F. R. Doc. 44-12817; Filed, August 24, 1944; 11:47 a. m.]

[Max. Import Price Reg., Order 31]

REGENT WATCH CO., INC.

## ADJUSTMENT OF MAXIMUM PRICES

Order No. 31 under section 21 of the Maximum Import Price Regulation.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, and by Executive Orders Nos. 9250 and 9328, it is ordered:

(a) *Effect of this order.* This order establishes maximum prices at which the importer may sell, and maximum prices at which wholesalers and retailers may buy and sell, Winchester metal automatic cigarette lighters imported from Switzerland by Regent Watch Co., Inc., 15 Maiden Lane, New York, N. Y., hereinafter called the "importer".

(b) *Maximum prices on sales by the importer to wholesalers.* The importer may sell such lighters to wholesalers at a price not exceeding \$1.25 each on a delivered basis, to retailers at a price not exceeding \$1.50 each on a delivered basis and to consumers at a price not exceeding \$2.50 each. No wholesaler, retailer or consumer may pay the importer higher prices.

(c) *Maximum wholesale and retail prices.* No wholesaler or retailer may sell, and no person buying from them may pay, prices higher than the following for such lighters:

Class of sellers: Maximum prices  
Sales by wholesalers... \$1.50 each, delivered.  
Sales by retailers.... \$2.50 each.

(d) *Importer to notify wholesalers.* The importer shall furnish a copy of this order to each wholesaler to whom such

lighters are sold and shall also include on the invoice the following statement:

The enclosed Order No. 31, issued under the Maximum Import Price Regulation by the Office of Price Administration, establishes your maximum selling prices for these lighters and requires you to notify your customers what is their maximum price, as stated in the order.

(e) *Wholesalers to notify retailers.* Every wholesaler selling such lighters shall include on his invoice to each retailer the following statement:

Your maximum selling price for these lighters, as established by Order No. 31 under the Maximum Import Price Regulation issued by the Office of Price Administration, is \$2.50 each.

(f) *Revocation and amendment.* This order may be revoked or amended at any time.

This order shall become effective on August 25, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 24th day of August 1944.

JAMES G. ROGERS, JR.,  
Acting Administrator.

[F. R. Doc. 44-12815; Filed, August 24, 1944; 11:45 a. m.]

[Max. Import Price Reg., Order 32]

MORRIS STRUHL, INC.

## ADJUSTMENT OF MAXIMUM PRICES

Order No. 32 under section 21 of the Maximum Import Price Regulation.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal

Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, and by Executive Orders Nos. 9250 and 9328, it is ordered:

(a) *Effect of this order.* This order establishes maximum prices at which the importer may sell, and maximum prices at which wholesalers and retailers may buy and sell, Winchester metal automatic cigarette lighters imported from Switzerland by Morris Struhl, Inc., Forty five West Twenty Third Street, New York 10, N. Y., hereinafter called the "importer".

(b) *Maximum prices on sales by the importer to wholesalers.* The importer may sell such lighters to wholesalers at a price not exceeding \$1.25 each on a delivered basis, to retailers at a price not exceeding \$1.50 each on a delivered basis, and to consumers at a price not exceeding \$2.50 each. No wholesaler, retailer or consumer may pay the importer higher prices.

(c) *Maximum wholesale and retail prices.* No wholesaler or retailer may sell, and no person buying from them may pay, prices higher than the following for such lighters:

Class of sellers: Maximum prices  
Sales by wholesalers... \$1.50 each, delivered.  
Sales by retailers.... 2.50 each.

(d) *Importer to notify wholesalers.* The importer shall furnish a copy of this Order to each wholesaler to whom such lighters are sold and shall also include on the invoice, the following statement:

The enclosed Order No. 32 issued under the Maximum Import Price Regulation by the Office of Price Administration, establishes your maximum selling prices for these lighters and requires you to notify your customers what is their maximum price, as stated in the order.

(e) *Wholesalers to notify retailers.* Every wholesaler selling such lighters shall include on his invoice to each retailer the following statement:

Your maximum selling price for these lighters, as established by Order No. 32 under the Maximum Import Price Regulation issued by the Office of Price Administration, is \$2.50 each.

(f) *Revocation and amendment.* This order may be revoked or amended at any time.

This order shall become effective on August 25, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 24th day of August 1944.

JAMES G. ROGERS, JR.,  
Acting Administrator.

[F. R. Doc. 44-12816; Filed, August 24, 1944; 11:47 a. m.]

[General Order 59]

## RELEASES OF ADMINISTRATOR'S CLAIM

## DELEGATION OF AUTHORITY

Delegation of authority to District Directors to execute releases of Administrator's claim.



Pursuant to the authority conferred upon the Price Administrator by the Emergency Price Control Act of 1942, as amended, the following order is prescribed:

(a) Each District Director is authorized upon the recommendation of the District Enforcement Attorney to execute releases of the Administrator's claim under section 205 (e) of the Emergency Price Control Act, as amended.

(b) Any release executed by any District Director pursuant to this delegation of authority shall have the same force and effect as if executed by the Price Administrator.

(c) Nothing in this order shall be construed to limit or affect any similar authority heretofore delegated to the Regional Enforcement Executives or any enforcement attorney.

Issued and effective this 24th day of August 1944.

JAMES F. BROWNLEE,  
Acting Administrator.

[F. R. Doc. 44-12813; Filed August 24, 1944;  
11:47 a. m.]

[MPR 136, Order 282]

#### DIAMOND T MOTOR CAR CO.

##### ADJUSTMENT OF MAXIMUM PRICES

Order No. 282 Under Maximum Price Regulation 136, as amended. Machines and parts, and machinery services. Resellers of Diamond T Motor Car Company trucks; Docket No. 6083-136-25a-29.

For the reasons set forth in an opinion, issued simultaneously herewith and filed with the Division of the Federal Register, under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, and Executive Orders 9250 and 9328, and pursuant to § 1390.18 (d) of Maximum Price Regulation 136, as amended, *It is ordered:*

(a) Resellers of Diamond T motor trucks are hereby authorized to deliver Diamond T trucks for which the Diamond T Motor Car Company has requested an adjustment in maximum prices, Docket No. 6083-136-25a-29, at the existing maximum prices under Maximum Price Regulation 136, as amended, adjusted upwards in accordance with the action taken by the Office of Price Administration on the aforesaid application of the Diamond T Motor Car Company.

(b) No amount higher than the existing applicable maximum price may be collected by the reseller until the adjusted applicable maximum price for resellers is authorized by order issued by the Office of Price Administration.

(c) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective August 25, 1944.

Issued this 24th day of August 1944,

JAMES G. ROGERS, Jr.,  
Acting Administrator.

[F. R. Doc. 44-12814; Filed, August 24, 1944;  
11:45 a. m.]

[MPR 188, Amdt. 17 to Order A-2]

#### PYROPHYLLITE

##### ADJUSTMENT OF MAXIMUM PRICES

Order No. A-2 under § 1499.159 (b) of Maximum Price Regulation No. 188, Amendment No. 17. Manufacturers' maximum prices for specified building materials and consumers' goods other than apparel.

*Modification of adjustment provisions under Maximum Price Regulation 188.* An opinion accompanying this Amendment No. 17, issued simultaneously herewith, has been filed with the Division of the Federal Register.

Order A-2 is amended in the following respect:

Paragraph (a) (17) is added to Order A-2 to read as follows:

(17) *Pyrophyllite.* This paragraph (a) (17) permits the granting of relief to producers of pyrophyllite under the conditions and to the extent set forth below.

(i) *Basis for adjustment.* The Price Administrator may, by order, either on his own motion or pursuant to an application for adjustment filed in accordance with Revised Procedural Regulation No. 1, adjust the maximum price or prices of a producer of pyrophyllite for a particular grade or grades or for a producer's entire production of the commodity when a shortage in the essential supply of the commodity or particular grades thereof exist; the granting of a price increase will eliminate or contribute toward the elimination of the shortage; and the producer's maximum price is below his actual or reasonably estimated cost to make and sell his production of pyrophyllite or particular grades thereof.

(ii) *Amount of adjustment.* The amount of the adjustment will not exceed that which, in the judgment of the Price Administrator, is sufficient to remove price as an impediment to production of essential supply by an essential supplier. However, in no event will the adjustment, exceed the actual or reasonably estimated cost to make and sell his entire production of pyrophyllite or particular grades thereof, whichever is appropriate to the proceeding.

(iii) *Passing on of permitted increase by resellers.* In issuing adjustment orders under this subparagraph, the Price Administrator will, wherever required, provide the extent to which any increase permitted under this subparagraph, by way of adjustment, may be added to the maximum price or prices of sellers other than the producer. To the extent that such action is taken, the appropriate provisions of the General Maximum Price Regulation shall be deemed to be incorporated into Maximum Price Regulation No. 188.

This Amendment No. 17 shall become effective August 24, 1944.

Issued this 24th day of August 1944.

JAMES G. ROGERS, Jr.,  
Acting Administrator.

[F. R. Doc. 44-12818; Filed, August 24, 1944;  
11:45 a. m.]

[RPS 60, Order 15]

#### THE NATIONAL SUGAR REFINING CO.

##### DETERMINATION OF MAXIMUM PRICES

Order No. 15 under § 1334.51 (a) (6) (i) of Revised Price Schedule No. 60. Direct consumption sugar.

For the reasons set for in an opinion issued simultaneously herewith it is ordered:

(a) *Maximum prices governing sales by primary distributors of certain new grades and packages of direct consumption sugar.* (1) The National Sugar Refining Company and other primary distributors of direct consumption sugar are hereby authorized to determine their maximum price for granulated sugar packed one and one-fifth ounces net in natural kraft paper packets, 500 packets to a corrugated board container by adding a differential per 100 pounds net of \$3.40 to the maximum basis price.

(b) This order may be revoked or amended by the Price Administrator at any time.

(c) This order shall become effective August 25, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong. E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 24th day of August 1944.

JAMES F. BROWNLEE,  
Acting Administrator.

[F. R. Doc. 44-12812; Filed, August 24, 1944;  
11:46 a. m.]

#### Regional and District Office Orders.

[Trenton Order G-2 Under MPR 426, Amdt. 1]

#### FRUITS AND VEGETABLES IN TRENTON, N. J., DISTRICT

Amendment No. 1 to Order No. G-2 under section 8 (a) (7) of Maximum Price Regulation No. 426. Fresh fruits and vegetables for table use, sales except at retail. Amount of freight from basing point to wholesale receiving point allowed for determining maximum prices of certain fresh fruits and vegetables at Trenton, N. J., New Brunswick, N. J., Perth Amboy, N. J., Red Bank, N. J., Freehold, N. J., and Asbury Park, N. J.

For the reasons set forth in the accompanying opinion, issued simultaneously herewith, Trenton, New Jersey District Order No. G-2 under section 8 (a) (7) of Maximum Price Regulation No. 426, is amended in the following respects:

1. The freight allowances (including protective service and taxes) set forth in the Appendix for "Lettuce, Iceberg" are changed to the following:

Trenton.....	2.09
Perth Amboy.....	2.09
New Brunswick.....	2.11
Freehold.....	2.11
Red Bank.....	2.13
Asbury Park.....	2.13

2. This amendment shall become effective at 12:01 a. m. August 19, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 8 F.R. 7871;



E.O. 9328, 8 F.R. 4681, MPR 426, 8 F.R. 16409)

Issued this 19th day of August 1944.

RALPH W. HACKETT,  
District Director.

[F. R. Doc. 44-12789; Filed, August 23, 1944;  
3:42 p. m.]

[Region III Rev. Order G-1 Under RMPR  
271]

#### POTATOES AND ONIONS IN CLEVELAND REGION

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of Region III of the Office of Price Administration by § 1351.1001, Article II, section 11 (c) (7) (iii) of Revised Price Regulation No. 217, it is hereby ordered:

(a) *What this order does.* This order establishes maximum prices for dry onions and white flesh table stock potatoes (hereinafter referred to as "potatoes") when sold by intermediate sellers. It provides a method of calculating dollars-and-cents maximum prices for all sales by intermediate sellers in Region III. All terms not defined herein shall have the same meaning as provided in Revised Maximum Price Regulation No. 271, as the same now exists or hereafter may be amended. The maximum prices herein established shall be the only maximum prices for the sales covered, except to the extent that any prices established by this order are inconsistent with the prices for the same grade of dry onions and potatoes established by any Community Flat Pricing Orders issued under General Order No. 51 by any District Office, in which case the prices established by such Community Flat Pricing Orders shall be the effective prices for such sales.

(b) *Maximum Prices for Intermediate Sellers.* (1) On the effective date of this order and on Wednesday of each week thereafter, the seller shall calculate his maximum prices for each grade of onions and potatoes by determining his base price as provided in Article II, section 11 of Revised Maximum Price Regulation No. 271. The seller shall next determine whether he is a first or second intermediate seller as defined in this order. He shall then add to his base price for each grade of dry onions and potatoes, the following appropriate markups:

(i) The appropriate markups as specified in Schedule A of this order for the particular distributive function which he performs on each individual sale with respect to dry onions.

(ii) The appropriate markups as specified in Schedule B of this order for the particular distributive function which he performs on each individual sale with respect to potatoes.

(2) Any first intermediate seller of dry onions or potatoes may file in duplicate with the appropriate District Office of the Office of Price Administration, a statement in affidavit form showing that from October 1, 1943, through December 31, 1943, at least 65% of its dollar volume of all fresh fruit and vegetable sales were made to retailers or to pur-

veyors of meals. The appropriate District Office of the Office of Price Administration upon approving such affidavit may issue written authorization permitting such first intermediate sellers of dry onions or potatoes to make sales to retailers, hotels, restaurants, or institutional users at the prices set forth in Schedule A (2) and Schedule B (2) for second intermediate sellers. Nothing in such authorization shall be construed to permit any change in the maximum price for sales to other intermediate sellers.

(c) *Geographical Applicability.* The provisions of this order shall be applicable to all sales pursuant to which delivery is made at any point within the States of Indiana (except the County of Lake), Kentucky, Michigan, Ohio, and West Virginia.

(d) *Definitions.* (1) First intermediate seller means an intermediate seller at any receiving point who has purchased any quantity of dry onions or potatoes from a country shipper, either directly or through a broker or grower's agent, or from a carlot or trucklot distributor, and who resells such onions or potatoes in less than carlot or trucklot quantities.

(2) Second intermediate seller means an intermediate seller who has purchased dry onions or potatoes in less than carlot or trucklot quantities from another intermediate seller and who resells such onions or potatoes in less than carlot or trucklot quantities. An intermediate seller second intermediate seller in selling only those quantities of onions or potatoes purchased from another intermediate seller in less than carlot or trucklot quantities.

(e) The provisions of Revised Maximum Price Regulation No. 271, as to sales and transactions with respect to onions and potatoes shall not be affected by this order, except as such provisions are specifically changed or modified therein.

This order may be modified, amended, or revoked at any time by the Office of Price Administration.

This order shall become effective August 15, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Laws 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; and E.O. 9328, 8 F.R. 4681)

Issued August 5, 1944.

BIRKETT L. WILLIAMS,  
Regional Administrator.

#### SCHEDULE A—MAXIMUM PRICES FOR INTERMEDIATE SELLERS OF DRY ONIONS

##### (1) First intermediate sellers:

- |   |  |
|---|--|
| (i) From railroad car or truck.....   | Base price as established on Wednesday of each week under the provisions of Article II, Section 11 of Revised Maximum Price Regulation No. 271, plus 13 cents per 50 # bag.  |
| (ii) F. o. b. seller's warehouse or delivered to physical premises of a chain store warehouse, or another intermediate seller; <i>Provided</i> , That onions have been removed from a car or truck to a place in a seller's warehouse or store. | Base price as established on Wednesday of each week under the provisions of Article II, Section 11 of Revised Maximum Price Regulation No. 271 plus 18 cents per 50 # bag.   |
| (iii) Delivered to the physical premises of a retail store, hotel, restaurant, or institutional user in the seller's free delivery zone except by a hotel and restaurant supply house.  | Base price as established on Wednesday of each week under the provisions of Article II, Section 11 of Revised Maximum Price Regulation No. 271 plus 30 cents per 50 # bag.   |
| (iv) Delivered to the physical premises of retailers or institutional users located outside the free delivery zone of the seller.   | The applicable price determined under (iii) of Schedule A (1) above, plus zone differential if such zone differential has been determined under MPR 271, Section 11 (c) (7) and has been filed with the appropriate District Office of the Office of Price Administration. |

##### (2) Second intermediate sellers:

- |  |   |
|--|---|
| (i) F. o. b. the seller's business establishment to any purchaser or delivered to the premises of another intermediate seller.                       | Base price as established on Wednesday of each week under the provisions of Article II, Section 11 of Revised Maximum Price Regulation No. 271 plus 30 cents per 50 # bag.  |
| (ii) Delivered to the physical premises of a retailer, hotel, restaurant, or institutional user located within the free delivery zone of the seller. | Base price as established on Wednesday of each week under the provisions of Article II, Section 11 of Revised Maximum Price Regulation No. 271 plus 40 cents per 50 # bag.  |
| (iii) Delivered to the physical premises of a retailer or institutional user located outside the free delivery zone of the seller.                   | The applicable price determined under (ii) of Schedule A (2) above plus zone differential, if such zone differential has been determined under MPR 271, Section 11 (c) (7) and has been filed with the appropriate District Office of the Office of Price Administration. |

##### (3) Hotel and Restaurant Supply Houses:

- |  |  |
|--|--|
| (i) F. o. b. the seller's business establishment to any hotel, restaurant, commercial, industrial or institutional user. | Base price as established on Wednesday of each week under the provisions of Article II, Section 11 of Revised Maximum Price Regulation No. 271 plus 45 cents per 50 # bag. |
|--|--|



(ii) Delivered to the physical premises of a hotel, restaurant, commercial, industrial or institutional user located within the seller's free delivery zone.

(iii) Delivered to the physical premises of a hotel, restaurant, commercial, industrial, or institutional user located outside of the seller's free delivery zone.

#### SCHEDULE B—MAXIMUM PRICES FOR INTERMEDIATE SELLERS OF WHITE POTATOES

(1) First Intermediate sellers:

(i) From railroad car or truck.

Base price as established on Wednesday of each week under the provisions of Article II, Section 11 of Revised Maximum Price Regulation No. 271, plus 21 cents per cwt.

(ii) F. o. b. seller's warehouse or delivered to physical premises of a chain store warehouse, or another intermediate seller: *Provided*, That potatoes have been removed from a car or truck to a place in a seller's warehouse or store.

(iii) Delivered to the physical premises of a retail store, hotel, restaurant, or institutional user in the seller's free delivery zone except by a hotel and restaurant supply house.

(iv) Delivered to the physical premises of retailers or institutional users located outside the free delivery zone of the seller.

(2) Second Intermediate sellers:

(i) F. o. b. the seller's business establishment to any purchaser or delivered to the premises of another intermediate seller.

(ii) Delivered to the physical premises of a retailer, hotel, restaurant, or institutional user located within the free delivery zone of the seller.

(iii) Delivered to the physical premises of a retailer or institutional user located outside the free delivery zone of the seller.

(3) Hotel and Restaurant Supply Houses:

(i) F. o. b. the seller's business establishment to any hotel, restaurant, commercial, industrial or institutional user.

Base price as established on Wednesday of each week under the provisions of Article II, Section 11 of Revised Maximum Price Regulation No. 271, plus 60 cents per cwt.

(ii) Delivered to the physical premises of a hotel, restaurant, commercial, industrial or institutional user located within the seller's free delivery zone.

(iii) Delivered to the physical premises of a hotel, restaurant, commercial, industrial, or institutional user located outside of the seller's free delivery zone.

[F. R. Doc. 44-12790; Filed, August 23, 1944; 3:42 p. m.]

[Region III G-25 Under 18 (c), Amdt. 7]

#### FLUID MILK IN OHIO

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of Region III of the Office of Price Administration by § 1499.18 (c) of the General Maximum Price Regulation and § 1351.807 of Maximum Price Regulation No. 280, Order No. G-25 under § 1499.18 (c) of the General Maxi-

mum Price Regulation is hereby amended to read as follows:

(a) Schedule A of said order be, and the same is hereby amended to read as follows:

#### SCHEDULE A

(i) Adjusted maximum prices for the sale of approved fluid milk at retail or wholesale in the Counties of Darke, Deane, Fulton, Henry, Mercer, Paulding, Putnam, Van Wert and Williams, all in the State of Ohio:

Type of delivery	Container	Size	Adjusted maximum price
Retail	Glass or other	One gallon or multiples thereof	50¢ per gallon.
Retail	Glass or paper	One-half gallon or multiples thereof	25¢ per half-gallon.
Retail	Glass or paper	One quart or multiples thereof	13½¢ per quart.
Retail	Glass or paper	One pint	7½¢ per pint.
Retail	Glass or paper	One-half pint	5¢ per half-pint.
Wholesale	Glass or other	One gallon or multiples thereof	45¢ per gallon.
Wholesale	Glass or paper	One-half gallon or multiples thereof	23½¢ per half-gallon.
Wholesale	Glass or paper	One quart or multiples thereof	11½¢ per quart.
Wholesale	Glass or paper	One pint	6½¢ per pint.
Wholesale	Glass or paper	One-half pint	3½¢ per half-pint.

(ii) Adjusted maximum prices for the sale of approved fluid milk at retail or wholesale in the Counties of Adams, Allen, Ashland, Athens, Auglaize, Brown, Carroll, Champaign, Clermont, Clinton, Coshocton, Crawford, Delaware, Fairfield, Fayette, Franklin, Guernsey, Hancock, Hardin, Harrison, Highland, Hocking, Holmes, Huron, Jackson, Knox, Licking, Madison, Marion, Monroe, Morgan, Morrow, Muskingum, Noble, Perry, Pickaway, Pike, Preble, Richland, Ross, Seneca, Tuscarawas, Union, Vinton, Washington, Wayne, Wyandot; the Townships of Fushing, Goshen, Kirkwood, Smith, Somerset, Union, Washington, Warren, Wayne, Wheeling in Bel-

mont County; the Townships of Green, Greenfield, Harrison, Huntington, Morgan, Perry, Raccoon, Springfield, and Walnut in Gallia County; the Townships of Bath, Beaver Creek, Cedarville, Caesar Creek, Jefferson, New Jasper, Ross, Silvercreek, Spring Valley, Sugar Creek, and Xenia in Green County; the Townships of Brush Creek, Mt. Pleasant, Ross, Salem, Springfield, Smithfield, and Wayne in Jefferson County; the Townships of Aid, Decatur, Elizabeth, Lawrence, Mason, Symmes, Washington, and Windsor in Lawrence County; the Townships of Brighton, Camden, Huntington, Pennfield, Pittsfield, Rochester, and Wellington in Lorain County; the Town-



ships of Chatham, Guilford, Harrisville, Homer, Litchfield, Spencer, and Westfield in Medina County; the Townships of Bedford, Chester, Columbia, Lebanon, Letart, Olive, Orange, Rutland, Salem, Scipio and Sutton in Meigs County; the Townships of Harland, Massie, Salem, Wayne, and Washington in Warren County; the Townships of Bloom, Center, Freedom, Grand Rapids, Henry, Jackson, Liberty, Middleton, Milton, Montgomery, Perry, Plain, Portage, Troy, Washington, Webster, and Weston in Wood County, all in the State of Ohio;

Type of delivery	Container	Size	Adjusted maximum price
Retail	Glass or other	One gallon or multiples thereof	51¢ per gallon.
Retail	Glass or paper	One-half gallon or multiples thereof	27¢ per half-gallon.
Retail	Glass or paper	One quart or multiples thereof	14¢ per quart.
Retail	Glass or paper	One pint	8¢ per pint.
Wholesale	Glass or other	One gallon or multiples thereof	46¢ per gallon.
Wholesale	Glass or paper	One-half gallon or multiples thereof	24¢ per half-gallon.
Wholesale	Glass or paper	One quart or multiples thereof	12¢ per quart.
Wholesale	Glass or paper	One pint	7¢ per pint.
Wholesale	Glass or paper	One-half pint	39¢ per half-pint.

(iii) Adjusted maximum prices for the sale of approved fluid milk at retail or wholesale in the Counties of Ashtabula, Clark, Erie, Logan, Miami, Ottawa, Sandusky, Scioto and Shelby; the Townships of Auburn, Burton, Claridon, Hambden, Huntsburg, Middlefield, Montville, Newberry, Parkman, Thompson and Troy in Geauga County; the Township of Miami in Greene County; the Townships of Leroy, Madison and Perry in Lake County; the Townships of Bloomfield, Bristol, Farmington, Greene, Gustavus, Johnston, Kinsman, Mecca, Mesopotamia and Vernon in Trumbull County, all in the State of Ohio.

Type of delivery	Container	Size	Adjusted maximum price
Retail	Glass or other	One gallon or multiples thereof	52¢ per gallon.
Retail	Glass or paper	One-half gallon or multiples thereof	28¢ per half-gallon.
Retail	Glass or paper	One quart or multiples thereof	14½¢ per quart.
Retail	Glass or paper	One pint	8½¢ per pint.
Wholesale	Glass or other	One gallon or multiples thereof	47¢ per gallon.
Wholesale	Glass or paper	One-half gallon or multiples thereof	23½¢ per half-gallon.
Wholesale	Glass or paper	One quart or multiples thereof	12¼¢ per quart.
Wholesale	Glass or paper	One pint	7¼¢ per pint.
Wholesale	Glass or paper	One-half pint	4¢ per half-pint.

(iv) Adjusted maximum prices for the sale of approved fluid milk at retail or wholesale in the Counties of Butler, Columbiana, Cuyahoga, Hamilton, Lucas, Mahoning, Montgomery, Portage, Stark, Summit; the Townships of Colerain, Meade, Pease, Pultney, Richland, York in Belmont County; the Townships of Bainbridge, Chardon, Chester, Munson, Russell in Geauga County; the Townships of Cross Creek, Island Creek, Knox, Saline, Steubenville, Warren, Wells in Jefferson County; the Townships of Concord, Kirtland, Mentor, Painesville and Willoughby in Lake County; the Townships of Avon, Avon Lake, Black River, Carlisle, Columbia, Eaton, Elyria, Grafton, La Grange, Ridgeville and Sheffield in Lorain County; the Townships of Brunswick, Granger, Hinckley, Lafayette, Liverpool, Medina, Montville, Sharon, Wadsworth and York in Medina County; the Townships of Bazetta, Braceville, Brookfield, Champion, Fowler, Hartford, Howland, Hubbard, Liberty, Lordstown, Newton, Southington, Vienna, Warren, and Weathersfield in Trumbull County; the Townships of Clark Creek, Deerfield, Franklin, Hamilton, Turtle Creek and Union in Warren County; the Townships of Lake, Perrysburg and Ross in Wood County, all in the State of Ohio:

No. 170—8

Type of delivery	Container	Size	Adjusted maximum price
Retail	Glass or other	One gallon or multiples thereof	53¢ per gallon.
Retail	Glass or paper	One-half gallon or multiples thereof	28¢ per half-gallon.
Retail	Glass or paper	One quart or multiples thereof	15¢ per quart.
Retail	Glass or paper	One pint	9¢ per pint.
Wholesale	Glass or other	One gallon or multiples thereof	48¢ per gallon.
Wholesale	Glass or paper	One-half gallon or multiples thereof	25½¢ per half-gallon.
Wholesale	Glass or paper	One quart or multiples thereof	13¢ per quart.
Wholesale	Glass or paper	One pint	8¢ per pint.
Wholesale	Glass or paper	One-half pint	4½¢ per half-pint.

(v) Adjusted maximum prices for the sale of approved fluid milk at retail or wholesale in the Townships of Addison, Cheshire, Clay, Gallipolis, Guyan and Ohio in Gallia County; the Townships Meigs County, all in the State of Ohio.

Type of delivery	Container	Size	Adjusted maximum price
Retail	Glass or other	One gallon or multiples thereof	54¢ per gallon.
Retail	Glass or paper	One-half gallon or multiples thereof	30¢ per half-gallon.
Retail	Glass or paper	One quart or multiples thereof	16½¢ per quart.
Retail	Glass or paper	One pint	10¢ per pint.
Wholesale	Glass or other	One gallon or multiples thereof	49¢ per gallon.
Wholesale	Glass or paper	One-half gallon or multiples thereof	27½¢ per half-gallon.
Wholesale	Glass or paper	One quart or multiples thereof	14½¢ per quart.
Wholesale	Glass or paper	One pint	9½¢ per pint.
Wholesale	Glass or paper	One-half pint	4½¢ per half-pint.

This amendment shall become effective August 15, 1944.

(56 Stat. 23, 765, 57 Stat. 566, Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued August 10, 1944.

CLIFFORD J. HOUSER,  
Acting Regional Administrator.

[F. R. Doc. 44-12792; Filed, August 23, 1944; 3:43 p. m.]

[Region III Order G-31 Under MPR 329]

#### MILK IN OHIO

Order No. G-31 under Maximum Price Regulation No. 329. Purchases of milk from producers for resale as fluid milk adjustment of the maximum prices milk distributors may pay producers certain designated areas in the State of Ohio.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of Region III of the Office of Price Administration by § 1351-408 (b) of Maximum Price Regulation No. 329, it is hereby ordered:

(a) (1) Any milk distributor in the areas hereinafter set forth in sub-section (2) of this section (a) may pay producers for "milk", an amount not to exceed

\$3.66 per cwt. for milk of 3.5% butterfat content, plus 5 cents for each 1/10 of 1% butterfat variation over 3.5% and minus 5 cents for each 1/10 of 1% butterfat variation under 3.5%; *Provided, however*, That such milk distributors shall be subject to the express restrictions of § 1351-402 (b), (c), (d), (e), and (f) of Maximum Price Regulation No. 329.

(2) This order shall be applicable to the following areas in the State of Ohio:

(i) The townships of Colerain, Meade, Pease, Pultney, Richland, and York in Belmont County.  
(ii) The townships of Cross Creek, Island Creek, Knox, Saline, Steubenville, Warren, and Wells in Jefferson County.  
(iii) The townships of Avon, Avon Lake, Black River, Carlisle, Columbia, Eaton, Elyria, Grafton, La Grange,



Ridgeville, and Sheffield, in Lorain County.

(iv) The townships of Brunswick, Granger, Hinckley, Liverpool, Sharon, York, Wadsworth, Lafayette, Medina, and Montville in Medina County.

(v) The Counties of Ashtabula, Columbiana, Cuyahoga, Erie, Geauga, Lake, Mahoning, Ottawa, Portage, Sandusky, Stark, Summit, and Trumbull.

(b) Nothing herein shall be construed as revoking, modifying, or amending any provision of Order No. G-5 under Maximum Price Regulation No. 329 (Purchases of Milk from Producers for Resale as Fluid Milk) issued by the Regional Administrator of Region III of the Office of Price Administration on June 15, 1943.

(c) Each milk distributor increasing his price to producers for "milk" pursuant to the provisions of this order shall, within five days of such action, notify the Regional Office of the Office of Price Administration, Union Commerce Building, Cleveland, Ohio, by letter or postcard, of his price established pursuant to the provisions of this order, together with a statement of his previous price.

(d) *Definitions.* (1) "Milk distributor" is defined to mean any individual, corporation, partnership, association, or any other organized group of persons or successors of the foregoing who purchases "milk" in a raw and unprocessed state for the purpose of resale as fluid milk in glass, paper or other containers.

(2) "Producer" means a farmer, or other person or representative who owns, superintends, manages, or otherwise controls the operations of a farm on which "milk" is produced. For the purposes of this order, farmers' cooperatives are producers when (1) they do not own or lease physical facilities for receiving, processing, or distributing milk, and (2) they do own or lease physical facilities for receiving, processing or distributing milk, but they act as selling agents for producers, whether members of such cooperative or not.

(3) "Milk" means liquid cow's milk in a raw, unprocessed state, which is purchased for resale for human consumption as fluid milk. "In a raw, unprocessed state" means unpasteurized and not sold and delivered in glass or paper containers.

(e) This order replaces and supersedes the provisions of Order No. G-3 under Maximum Price Regulation No. 329 (Purchases of Milk from Producers for Resale as Fluid Milk), insofar as it applies to milk distributors in the areas described in section (A) (2) of this order. Said Order No. G-3 under Maximum Price Regulation No. 329 is therefore revoked as to milk distributors located in said counties and townships in the State of Ohio.

(f) This order may be amended, modified, or revoked at any time by the Office of Price Administration.

This order shall become effective August 4, 1944.

(56 Stat. 23, 765, 57 Stat. 566, Pub. Laws 383, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued August 4, 1944.

BIRKETT L. WILLIAMS,  
Regional Administrator.

[F. R. Doc. 44-12791; Filed, August 23, 1944;  
3:43 p. m.]

#### LIST OF COMMUNITY CEILING PRICE ORDERS

The following orders under Rev. General Order 51 were filed with the Division of the Federal Register on August 23, 1944.

##### REGION I

Providence Order 1-P, covering fresh fish and seafood in Rhode Island, filed 10:24 a. m.

##### REGION II

New York Order 1-F, Amendment 21, covering fresh fruits and vegetables in the 5 boroughs of New York City, filed 10:26 a. m.

New York Order 3-F, Amendment 8, covering fresh fruits and vegetables in designated cities in New York, filed 10:26 a. m.

New York Order 6-F, Amendment 3, covering fresh fruits and vegetables in Nassau and Westchester Counties, N. Y., filed 10:27 a. m.

Philadelphia Order 1-F, Amendment 19, covering fresh fruits and vegetables in City and County of Philadelphia, filed 10:26 a. m.

Philadelphia Order 2-F, Amendment 4, covering fresh fruits and vegetables in designated areas in Pennsylvania, filed 10:25 a. m.

Philadelphia Order 3-F, Amendment 4, covering fresh fruits and vegetables in designated areas in Pennsylvania, filed 10:25 a. m.

##### REGION III

Columbus Order 3-F, Amendment 36, covering fresh fruits and vegetables in Columbus and Franklin County, Ohio, filed 10:34 a. m.

Louisville Order 1-F, Amendment 7, covering fresh fruits and vegetables in Jefferson Co., Ky., and Clark & Floyd Counties, Ind., filed 10:33 a. m.

Louisville Order 2-F, Amendment 7, covering fresh fruits and vegetables in McCracken County, Ky., filed 10:33 a. m.

Louisville Order 3-F, Amendment 7, covering fresh fruits and vegetables in Daviess and Henderson Counties, Ky., filed 10:33 a. m.

##### REGION IV

Jacksonville Order 6-F, Amendment 16, covering fresh fruits and vegetables in Jacksonville, Fla., filed 10:34 a. m.

Montgomery Order 3-W, covering wholesale food items in the Montgomery District Area, filed 10:36 a. m.

##### REGION V

Fort Worth Order 3-W, covering community food pricing at wholesale in certain counties in Texas, filed 10:39 a. m.

Fort Worth Order 15, covering community food prices in certain counties in Texas, filed 10:40 a. m.

Fort Worth Order 16, covering community food prices in certain counties in Texas, filed 10:38 a. m.

Tulsa Order G-5W, covering community food pricing at wholesale in certain counties in Oklahoma, filed 10:37 a. m.

##### REGION VIII

Spokane Order 1-F, Amendment 21, covering fresh fruits and vegetables in certain areas in Spokane County, Wash., filed 10:25 a. m.

Spokane Order 2-F, Amendment 18, covering fresh fruits and vegetables in certain areas in Kootenai County, Idaho, filed 10:23 a. m.

##### REGION VII

Montana Order 79, covering retail community food prices in the Hamilton Area, filed 10:35 a. m.

Montana Order 80, covering retail community food prices in the Phillipsburg, Dillon and Deer Lodge Areas, filed 10:35 a. m.

Montana Order 81, covering retail community food prices in the Lewistown Area, filed 10:36 a. m.

Montana Order 82, covering retail community food prices in the Glendive Area, filed 10:22 a. m.

Montana Order 83, covering retail community food prices in the Sidney and Fairview Area, filed 10:22 a. m.

Montana Order 84, covering retail community food prices in the Malta Area, filed 10:23 a. m.

Copies of any of these orders may be obtained from the OPA Office in the designated city.

ERVIN H. POLLACK,  
Secretary.

[F. R. Doc. 44-12811; Filed, August 24, 1944;  
11:45 a. m.]

#### SECURITIES AND EXCHANGE COMMISSION.

[File Nos. 54-75, 70-726]

#### COMMONWEALTH & SOUTHERN CORP.

##### NOTICE REGARDING FILING

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 23d day of August, A. D. 1944.

Notice is hereby given that a declaration or application (or both) has been filed with this Commission pursuant to the Public Utility Holding Company Act of 1935 by The Commonwealth & Southern Corporation (Delaware) ("Commonwealth"), a registered holding company.

Notice is further given that any interested person may, not later than September 5, 1944, at 5:30 p. m., e. w. t., request the Commission in writing that a hearing be held on such matter, stating the reasons for such request and the nature of his interest, or may request that he be notified if the Commission should order a hearing thereon. At any time thereafter such declaration or application, as filed or as amended, may become effective or may be granted, as provided in Rule U-23 of the rules and regulations promulgated pursuant to said act, or the Commission may exempt such transactions as provided in Rules U-20 (a) and U-100 thereof. Any such request should be addressed: Secretary, Securities and Exchange Commission, 18th and Locust Streets, Philadelphia 3, Pennsylvania.

All interested persons are referred to said declaration or application, which is on file in the office of said Commission, for a statement of the transaction therein proposed which is summarized below:

Commonwealth proposes, subject to the approval of the Commission, to pay a dividend of \$1.25 per share, an aggregate of \$1,852,500, on the outstanding shares of its preferred stock. The dividend was declared on August 22, 1944 and is payable on the 28th day after ad-



proval by this Commission to stockholders of record at the close of business on the 14th day after such approval. The pending application is similar in substance to three applications approved by the Commission in 1943 and two applications approved in 1944, covering proposed distributions to preferred stockholders (see Holding Company Act Release Nos. 4383, June 24, 1943; 4560, September 13, 1943; 4709, November 26, 1943; 4933, March 8, 1944; and 5084, June 3, 1944).

Applicant considers sections 11 and 12 (c) of the act and Rule U-46 as applicable to the proposed transaction.

By the Commission.

[SEAL]

ORVAL L. DuBois,  
Secretary.

[F. R. Doc. 44-12798; Filed, August 24, 1944;  
10:06 a. m.]

[File Nos. 59-53, 54-88]

CITIES SERVICE CO., ET AL.

#### ORDER PERMITTING RELEASE OF SECURITIES

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 23d day of August, A. D. 1944.

In the matter of Cities Service Company, Cities Service Power & Light Company, Federal Light & Traction Company, Central Arkansas Public Service Corporation, Public Service Company of Colorado, The Ohio Public Service Company, The Toledo Edison Company, and The Empire District Electric Company, Respondents, File No. 59-53; Cities Service Power & Light Company, File No. 54-88.

Cities Service Power & Light Company having filed with the Commission, pursuant to section 11 (e) of the Public Utility Holding Company Act of 1935, a plan for compliance with section 11 (b) of the act; and

The Commission, by order dated March 14, 1944, having approved said plan, subject to the following conditions, among others (paragraph III (a) (iii) of said order):

That Cities Service Company and Cities Service Power & Light Company shall make appropriate provision to ensure that the debentures and shares of preferred stock of Cities Service Power & Light Company which were held directly or indirectly on March 13, 1944, by or for any officer or director of Cities Service Company or of Cities Service Power & Light Company, and which had been acquired since February 24, 1938, shall be surrendered by such officers and directors under the Plan as amended, that the cash paid in respect of such debentures and shares of preferred stock shall be held in a special fund by Cities Service Power & Light Company, that such cash may be invested in United States Government securities, and that such cash, such investments and any increment thereto shall be subject to such disposition as may be determined by the Commission to be appropriate;

and

Stanhope Foster, a director of Cities Service Company, having applied for an order releasing 50 shares of the pre-

ferred stock of Cities Service Power & Light Company from the terms of said condition; and

It appearing to the Commission that said 50 shares of stock were acquired by said Stanhope Foster before he became a director of Cities Service Power & Light Company and are held by him as trustee;

It is ordered, That said 50 shares of stock (and the proceeds payable in respect thereof under the plan) held by Stanhope Foster be and the same are hereby released from the condition contained in paragraph III (a) (iii) of this Commission's order herein dated March 14, 1944.

By the Commission.

[SEAL]

ORVAL L. DuBois,  
Secretary.

[F. R. Doc. 44-12800; Filed, August 24, 1944;  
10:06 a. m.]

[File Nos. 54-102, 59-19, 54-34, 54-76]

GENERAL GAS AND ELECTRIC CORP., ET AL.

#### ORDER POSTPONING HEARING

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 23d day of August, 1944.

In the matter of General Gas & Electric Corporation, Trustees of Associated Gas and Electric Corporation with respect to a "Plan of divestment of assets, simplification of corporate structure and equitable distribution of voting power of General Gas & Electric Corporation", File No. 54-102; General Gas & Electric Corporation, File Nos. 59-19; 54-34; Trustees of Associated Gas and Electric Corporation, File No. 54-76.

The Commission having on August 17, 1944, issued its notice of filing and order for hearing, and order consolidating proceedings and records, with respect to a plan of divestment of assets, simplification of corporate structure, and equitable distribution of voting power of General Gas & Electric Corporation, filed jointly by the Trustees of Associated Gas and Electric Corporation and General Gas & Electric Corporation under section 11 (e) of the Public Utility Holding Company Act of 1935; and said order having designated September 12, 1944, as the date for public hearing with respect to said joint plan, and having directed that General Gas & Electric Corporation mail to each of its public security holders a copy of said notice and order at least fifteen (15) days prior to September 12, 1944; and

The Trustees of Associated Gas and Electric Corporation having requested that the hearing in this matter be postponed until after September 28, 1944; and

The Commission deeming it appropriate to grant said request and to postpone the hearing to October 2, 1944;

It is ordered, That the hearing in this matter, previously scheduled for September 12, 1944, be, and is hereby, postponed to October 2, 1944, at 10:30 a. m., e. w. t., at the place heretofore designated. All persons desiring to be heard, or otherwise to participate in the proceeding, should notify the Commission in the

manner provided by Rule XVII of its rules of practice on or before September 29, 1944;

It is further ordered, That General Gas & Electric Corporation give notice of said postponed hearing to each of its public security holders (insofar as the identity of such security holders is available or known to General Gas & Electric Corporation) by mailing to each such security holder, at least fifteen (15) days prior to October 2, 1944, to his last known address, a copy of the notice of filing and order for hearing on joint plan filed pursuant to section 11 (e) and order consolidating proceedings and records dated August 17, 1944, together with a copy of this order postponing hearing.

By the Commission.

[SEAL]

ORVAL L. DuBois,  
Secretary.

[F. R. Doc. 44-12799; Filed, August 24, 1944;  
10:07 a. m.]

#### WAR PRODUCTION BOARD.

[Consent Order C-200]

JOHN F. REAGAN

#### CONSENT ORDER

John F. Reagan, who resides at 136 North Gallatin Avenue, Uniontown, Pennsylvania, on or about November 1, 1943, began construction of a two-story commercial building on land owned by him at 24-26 West Main Street, Uniontown, Pennsylvania, without authorization from the War Production Board. The cost of this construction was \$8,347.24, which amount exceeded the limit of \$200 permitted by Conservation Order L-41, and was in violation of that order. John F. Reagan admits this violation and does not desire to contest the issue of wilfulness, and has consented to the issuance of this order.

Wherefore, upon the agreement and consent of John F. Reagan, the Regional Compliance Chief and the Regional Attorney, and upon the approval of the Compliance Commissioner, It is hereby ordered, That:

(a) Neither John F. Reagan, his successors or assigns, nor any other person, shall do any further construction on the premises at 24-26 West Main Street, Uniontown, Pennsylvania, unless and until specifically authorized in writing by the War Production Board.

(b) Nothing contained in this order shall be deemed to relieve John F. Reagan, his successors or assigns, from any restriction, prohibition or provision contained in any other order or regulation of the War Production Board, except insofar as the same may be inconsistent with the provisions hereof.

(c) This order shall take effect on the 23d day of August 1944.

Issued this 23d day of August 1944.

WAR PRODUCTION BOARD,  
By J. JOSEPH WHELAN,  
Recording Secretary.

[F. R. Doc. 44-12793; Filed, August 23, 1944;  
4:34 p. m.]



